INFORMATION TO OFFERORS OR QUOTERS SECTION A – COVER SHEET

INSTRUCTIONS

Standard Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying OFFEROR SUBMISSION PACKAGE.

See the provision of this solicitation entitled "L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)." Offers received after the offer closing date and time may be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above, and the date and local time set forth for offer closing. The offer package should be addressed to the following:

ATTN: Bid Custodian, DESC-IPA, Room 3729 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Ft. Belvoir, VA 22060-6222

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DEFENSE ENERGY SUPPORT CENTER PHONE: (703) 767-9508
ATTN: DESC-PEA FAX: (703) 767-8506

8725 JOHN J. KINGMAN ROAD, SUITE 4950 PURCHASE PROGRAM 3.23 (COG 3 PC&S)

FT. BELVOIR, VA 22060-6222 WEB PAGE: www.desc.dla.mil

BUYER/SYMBOL: SANDRA SHEPHERDAND DAVID PETERSON/DESC-PEA

4. ITEMS TO BE PURCHASED (Brief description)

Gasolines, Distillates, and Residuals for Army, Navy, DOD and two (2) Air Force Activities in Washington D.C. and the states of Delaware, Indiana, Kentucky, Maryland, Ohio, Tennessee, Virginia, and West Virginia. Ordering Period is 01 August 1999 through 31 July 2002. Purchase Program 3.23 (COG 3, Posts, Camps and Stations).

- 5. PROCUREMENT INFORMATION (X and complete as applicable)
 - a. THIS PROCUREMENT IS UNRESTRICTED
- X b. THIS PROCUREMENT IS A ** SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.) * ITEMS 710-469 AND 714-469 ARE SMALL BUSINESS SET-ASIDES ONLY

(1) Small Business (2) Labor Surplus Area Concerns (3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

IMPORTANT INFORMATION

NOTE: This solicitation is for the area formerly designated as Region 3, but now known as Customer Organized Group (COG) 3.

- A. The scheduled CLOSING DATE for receipt of offers is April 16, 1999, 3:00 P.M. Local Time, Fort Belvoir, Virginia.
- B. Facsimile proposals (offers) may be submitted in accordance with Clause L2.11-2 FACSIMILE PROPOSALS. Submit all offers on the Price Data Sheet in the OFFEROR SUBMISSION PACKAGE. The Price Data Sheet is incorporated into the SF 1449 Continuation Sheet under Clause B1.01-2, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S). ALL OFFERS MUST BE SIGNED (Block 30 of SF 1449). Your offer must be submitted in original plus (1) copy of the Offeror Submission Package. Failure to do so may render your offer nonresponsive. The DESC fax number for submitting facsimile proposals is (703) 767-8506.
- C. PRE-BID CONFERENCE: All interested bidders/offerors are invited to attend one of the Pre-Bid Conferences held at DLA HQ COMPLEX, Fort Belvoir, Virginia on March 22, 1999 and in Columbus, Ohio on March 25, 1999. For details, please access Defense Energy Support Center (DESC) homepage via the Internet at www.desc.dla.mil. The purpose of the conference is to explain various changes to the terms and conditions in the solicitation to include new internet application technology known as PORTS (Paperless Ordering & Receipt Transaction Screens). You are encouraged to review the highlights of PORTS under "What's New at DESC" on the DESC homepage. If Internet access is unavailable, minimum requirements for PORTS are as follows: (1) 486/25 computer with >12 Mbytes of Ram, (2) VGA or higher resolution monitor, (3) >100 Mbytes available disk space, (4) Mouse & Modem (33.6K or better), and (5) Internet Explorer 4.0 browser running under Windows NT, Windows 95, or Windows 98 operating system. Questions relating to the Pre-Bid Conference should be directed to Kathryn Riso (703-767-9511) or Sandy Shepherd (703-767-9508).

a. NAME (Last, First, Middle Initial)
SHEPHERD, SANDRA OR PETERSON, DAVID

b. ADDRESS (Including Zip Code)
DEFENSE ENERGY SUPPORT CENTER

ATTN: DESC-PEA

8725 JOHN J. KINGMAN ROAD, SUITE 4950

FT. BELVOIR, VA 22060-6222

8.	REASC	ONS FO	R NO RES	PONSE (X all that	apply)							
	a. CANNOT COMPLY WITH SPECIFICATIONS						b. CANNOT MEET DELIVERY REQUIREMENTS					
	c. UNABLE TO IDENTIFY THE ITEM(S)						d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED					
	e. OTHER (Specify)											
9.		IG LIS		ATION (X one)								
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	COMPA						b. ADDRESS (Incl	uding Zip Code)				
	ACTIC											
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Fort Belvoir, Virginia

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- D. This is a multiyear solicitation. Contracts awarded as a result of this solicitation will be "<u>REQUIREMENTS TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT</u>" contracts. Please refer to Clauses I84, REQUIREMENTS, and I86.03, DELIVERY ORDER LIMITATIONS.
- E. <u>ECONOMIC PRICE ADJUSTMENT</u> is discussed in Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). Offerors should use the preferred publication from B19.19, Part (b), Reference Price Listing as the escalation reference for their offer prices. The Base Reference Date for this solicitation is <u>March 1, 1999.</u> Contract prices will change weekly based on changes in the reference publications; price changes are not based on product cost. After award, DESC will post updated weekly contract prices under "Doing Business with DESC" on the DESC homepage at: <u>www.desc.dla.mil.</u> The Base Reference Prices for items in this solicitation are included as an attachment to the Offeror Submission Package.
- F. SUSPENSION OF THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESSES: In accordance with Subsection 2323 (e) of Title 10, United States Code (USC), as amended by Section 801 of the Strom Thurmond National Defense Authorization Act for Fiscal Year 1999 and Office of the Under Secretary of Defense letter DP (DAR) dated January 25, 1999, the use of the price evaluation adjustment under this solicitation is suspended for DOD.
- G. QUESTIONS: Please direct any questions regarding Small Business or Small Disadvantaged Business to KATHY WILLIAMS of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.
- H. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in Block 17a of SF 1449, in the space marked "Facility Code." If you have a current Government contract and do not know what your CAGE code is, please contact Ms. Dottie Gheen at (703) 767-9550. If you have not been assigned a CAGE code, insert the word "None" in the block.
- I. <u>DUNS NUMBER</u>: Include your company Data Universal Numbering System Number on the cover sheet of your offer (See paragraph (n) of Clause L2.05-5.).
- J. TAXES: Applicability of various Federal, State, and Local taxes is governed by the following clauses:
 - 128.01 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
 - 128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
 - **128.03-2 TAX EXEMPTION CERTIFICATES**

Please note that it is the offeror's responsibility to ensure all applicable taxes and fees are included in or excluded from their offered price, as appropriate.

- (1) <u>INCLUDE</u> any state or local environmental, pollution, or inspection fees.
- (2) <u>DO NOT INCLUDE</u> any Federal Excise Taxes (FET) for gasoline, undyed diesel fuel, or undyed kerosene in your offer price. Sales to the National Guard, the Government of the District of Columbia, and some universities are exempt from FET. FET for all other sales should be listed as a separate line item on the Contractor's invoice.
- (3) <u>DO NOT INCLUDE</u> the Montgomery County, MD fuel/energy tax in your offer price for fuel oil delivered into Montgomery County, MD. Invoice this tax as a separate item.
- (4) DO NOT INCLUDE the Washington, DC Gross Receipts Tax in your offer. Invoice this tax as a separate offer.
- K. Some items being solicited are alternative items (GASOLINE/GASOHOL), and the quantity is annotated by the gasoline item. The award for these alternative line items will be made at the lowest cost to the Government. Please note that under each activity in the schedule, all gasoline items (product codes 26, 27, and 28) are listed before the alternate gasohol items (product codes 19, 22, and 24). Please be aware that offers may be submitted on gasohol or gasoline, or both. However, only one product (gasohol or gasoline) will be awarded based on the lowest overall cost to the Government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "gasohol or gasoline" will be delivered for the entire contract performance period. The term "Gasohol" does not mean, "oxygenated Gasoline."

- L. Please complete and submit the Offeror Submission Package in its entirety as your offer. Please keep the Solicitation Package and a copy of the Offeror Submission Package for your records.
- M. Clause L2.05-5 (d) requires that offerors allow the Government 120 days from the required date of offer submission for the awarding of a contract.
- N. <u>NO RESPONSE</u>: If you do not intend to submit an offer to this solicitation, detach cover sheet of DD Form 1707, complete the information requested on reverse, fold, affix postage, and mail. No envelope is necessary.
- O. CENTRAL CONTRACTOR REGISTRATION (CCR) is required prior to contract award. Clause I1.07, REQUIRED CENTRAL CONTRACTOR REGISTRATION, requires contractors register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is a central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractors register on a one-time basis and confirm on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via Internet at: www.ccr.edi.disa.mil.
- P. Any contract awarded to an offeror who, at the time of award was debarred, suspended, or ineligible for contracts with Government agencies, or in receipt of a notice of proposed debarment from any Government agency, is void at the option of the Government.
- Q. To assist you in planning, the following TENTATIVE procurement schedule is provided; however, please note it is subject to change by DESC at anytime.

Close RFP – Initial Offers Due: 16 April 1999 at 3:00 P.M. local time
Open Negotiations: 06 May 1999
Close Negotiations: 07 June 1999
Final Proposal Revisions Due: 07 June 1999

Please review the DESC web site periodically for any amendments to this solicitation or changes to the above schedule. Offerors must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with their offer.

R. PRIMARY SOLICITATION POINTS OF CONTACT: For clarification, explanation, and additional information, please contact:

Kathryn R. Riso (703) 767-9511 / kriso@desc.dla.mil
Sandra Shepherd (703) 767-9508 / sshepherd@desc.dla.mil

S. DESC contact point and telephone number for emergency situations during non-duty hours is:

Command Control Center (CCC) Telephone Number (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS								1. REQUISITION NUMBER SC0600-99-0305			BER	PAGE 1 OF 238	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 2. CONTRACT NUMBER 3.AWARD/EFFECTIVE 4. ORDER NUMBER								5. SOLICITATION NUMBER			BER	6. SOLICITATION ISSUE	
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OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEM

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B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.
- (c) Oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.
- (d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 3) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.
 - (e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

SCHEDULE BEGINS ON THE FOLLOWING PAGES

NOTE: Past performance evaluation applies to some items as identified. The additional clauses that apply to these items are: L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION and M72.02, EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC). In accordance with Clause L2.01-1, each offeror must complete the Contractor Performance Data Sheet (CPDS), ATTACHMENT 1 of the OFFEROR SUBMISSION PACKAGE. The completed CPDS is required for evaluation of the items based upon past performance.

STATE OF DELAWARE

LEWES

DE, ARMY, CAPE HENLOPEN USARC, 1135 SAVANNAH RD (FOR FT DIX)

SUSSEX COUNTY

DELIVERY DODAAC: W90XGM BILLING DODAAC: W80PV6

ORDERING OFFICE: 609-562-3515

020-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

30,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

METERED DELIVERY TICKET REQUIRED

NOTE: AFTER PURCHASE ORDER IS SIGNED, ORDERS

WILL

BE PLACED WITH THE CONTRACTOR TELEPHONICALLY.

STATE OF DISTRICT OF COLUMBIA

FT LESLEY J MC NAIR,

DC, ARMY, 4TH AND P STREET SW,

INDEPENDENT CITY OF DC

DELIVERY DODAAC: W73BFU BILLING DODAAC: W73BF0

ORDERING OFFICE: 703-696-7014

055-46 FUEL OIL, BURNER #2 (FS2)
MAXIMUM SULFUR CONTENT 0.5%

75,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO 2/15,000 GALLON TANKS
METERED DELIVERY TICKET REQUIRED
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

WASHINGTON

DC, NAVY, NAVAL OBSERVATORY, 34TH ST & MASS AVE, BLDG 56, NW INDEPENDENT CITY

DELIVERY DODAAC: N62285 BILLING DODAAC: N62285

ORDERING OFFICE: 202-685-0254

520-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.20 % 240,000 GL

TANK WAGON (TW), W/2" HOSE, MIN 50 FT INTO 1/2,000 GALLON TANK AT BLDG 16
2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0700-1400 SULFUR CONTENT SHALL BE CERTIFIED ON THE DELIVERY TICKET

STATE OF DISTRICT OF COLUMBIA

520-94 DIESEL FUEL, LS#2 (DYED) (LSS)
MAX. SULFUR CONTENT 0.05 %

240,000 GL

TANK WAGON (TW), W/2" HOSE, MIN 50 FT INTO 2/10,000 GALLON TANKS

1/6,000 GALLON TANK 1/4,000 GALLON TANK

1/4,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
2 DELIVERY TICKETS REQUIRED
DELIVERY HOURS: 0700-1400

WASHINGTON,

DC, ARMY, WALTER REED ARMY MEDICAL CENTER, INDEPENDENT CITY

DELIVERY DODAAC: W71PEC BILLING DODAAC: W71PEC

ORDERING OFFICE: 202-576-8200

080-13 DIESEL FUEL #2 (DL2)

60,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 2/3,000 GALLON TANKS 1/500 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1530

STATE OF DISTRICT OF COLUMBIA

080-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

1,200,000 GL

TANK TRUCK (TT), W/PUMP INTO
2/400,000 GALLON TANKS AT BLDG 15
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1530
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS

GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

WASHINGTON,

DC, ARMY, WHITE HOUSE GARAGE, 1222 22ND STREET, NW,

INDEPENDENT CITY

DELIVERY DODAAC: W74RPF BILLING DODAAC: W73BF0

ORDERING OFFICE: 703-696-7014

090-08 RFG REGULAR UNLEADED (MRR)

116,500 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

21,000 GL

ITEM ESTIMATED QUANTITY UI

STATE OF DISTRICT OF COLUMBIA

WASHINGTON,

DC, NAVY, MARINE BARRACK, 8TH & I ST, SE

INDEPENDENT CITY

DELIVERY DODAAC: M67029 BILLING DODAAC: M67029

ORDERING OFFICE: 202-433-3680/3681

511-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/METER INTO 1/23,000 GALLON TANK

WASHINGTON,

DC, NAVY, NAVAL DISTRICT, NAVY YARD,

INDEPENDENT CITY

DELIVERY DODAAC: N68925 BILLING DODAAC: N68925

ORDERING OFFICE: 202-433-2301

512-94 DIESEL FUEL, LS#2 (DYED) (LSS) 800,000 GL

TANK TRUCK (TT), TT

INTO 2/100,000 GAL TANKS

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY HOURS: 0700-1430 MONDAY TO FRIDAY

MINIMUM DELIVERY: 7,000 GALLONS

A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING:

A. NAME OF FUEL SUPPLIER

B. DATE ON WHICH OIL WAS RECEIVED

C. VOLUME OF DISTILLATE OIL DELIVERED IN

D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC

FOR FUEL OIL #2

E. SULFUR CONTENT OF THE OIL

F. BILL OF LADING & TRUCK TRANSPORT #S

STATE OF DISTRICT OF COLUMBIA

WASHINGTON,

DC, NAVY, NAVY SECURITY STATION, 3801 NEBRASKA AVENUE, NW INDEPENDENT CITY

DELIVERY DODAAC: N70092 BILLING DODAAC: N70092

ORDERING OFFICE: 202-282-0260

514-08 RFG REGULAR UNLEADED (MRR)

18,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

514-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.20 % 80,000 GL

TANK TRUCK (TT), W/PUMP AND METER INTO 2/20,000 GALLON TANKS

2/10,000 GALLON TANKS

6/2,500 GALLON TANKS AT BLDG 169

NOTE: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH THE OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED IN SHIPMENT
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM D-396 SPECIFICATIONS FOR FUEL OIL $\sharp 2$
- E. THE SULFUR CONTENT OF THE OIL
- F. BILL OF LADING NUMBER & TRUCK TRANSPORT NUMBER

STATE OF DISTRICT OF COLUMBIA

WASHINGTON,

DC, NAVY, NAVAL RESEARCH LABORATORY, HWY I-295,

INDEPENDENT CITY

DELIVERY DODAAC: N00173
BILLING DODAAC: N00173

ORDERING OFFICE: 202-767-3781

516-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

5,000,000 GL

TANK TRUCK (TT),

PUMPING STATION AT BLDG 149

DELIVERY TICKET REQUIRED

NOTE 1: TT MUST CONNECT TO ACTIVITY'S PUMP

NOTE 2: CERTIFICATION RECORDS ARE REQUIRED FROM THE SUPPLIER QUARTERLY AND FORWARDED TO CODE 1246.

CERTIFICATION RECORDS SHALL CONTAIN THE FOLLOWING INFORMATION:

A. FUEL OIL GRADE

B. API GRAVITY (AT 60 DEGREES

 ${\tt FAHRENHEIT}$)

C. HEAT CONTENT IN BRITISH THERMAL

UNITS(BTU) PER GALLON

D. PERCENTAGE OF SULFUR (BY WEIGHT)

OF THE FUEL OIL

E. DATE AND TIME THE SAMPLE WAS

TAKEN FOR THE CERTIFICATION

F. NAME, ADDRESS AND TELEPHONE

NUMBER OF THE LABORATORY

THAT ANALYZED THE OIL

G. TYPE OF TEST(S) PERFORMED FOR THE

CERTIFICATION

H. QUANTITY AND DATE OF DELIVERY FOR

EACH FUEL DELIVERY

STATE OF DISTRICT OF COLUMBIA

WASHINGTON,

DC, NAVY, NAVAL DISTRICT, ANACOSTIA,

INDEPENDENT CITY

DELIVERY DODAAC: N00171 BILLING DODAAC: N00171

ORDERING OFFICE: 202-433-2301

518-46 FUEL OIL, BURNER #2 (FS2) 130,000 GL

MAX. SULFUR CONTENT 1.00 %

TANK WAGON (TW), INTO

1/6,000 GALLON TANK AT BLDG 150 (2" FEMALE

THREAD)

DELIVERY TICKET REQUIRED

* 518-52 FUEL OIL, BURNER #4 (FS4) 200,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO 2/90,000 GALLON BELOW GROUND TANK AT BLDG 73 1/30,000 GALLON BELOW GROUND TANK AT BLDG 73 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF INDIANA

CRANE,

IN, NAVY, NAVAL WEAPONS SUPPORT CENTER MARTIN COUNTY

DELIVERY DODAAC: N00164
BILLING DODAAC: N00164

ORDERING OFFICE: 812-854-1415

527-19 GASOHOL, MID UNL (GUM)

1,200,500 GL

TANK TRUCK (TT), INTO 2/11,600 GALLON TANKS

ANTICIPATE 100% ON HIGHWAY USE DELIVERY HOURS: 0700-1300

527-26 GASOLINE, MID UNL (MUM)

0 GL

TANK TRUCK (TT), INTO 2/11,600 GALLON TANKS

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY HOURS: 0700-1300

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 527-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

527-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

750,000 GL

TANK TRUCK (TT), INTO 1/200,000 GALLON TANK 2/125,000 GALLON TANKS

DELIVERY HOURS: 0700-1300

STATE OF INDIANA

CRANE,

IN, NAVY, NAVAL WEAPONS SUPPORT CENTER

MARTIN COUNTY

DELIVERY DODAAC: N00164 BILLING DODAAC: N00164

ORDERING OFFICE: 812-854-1415

527-462 FUEL OIL, BURNER #2 (FS2) 600,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO

1/50,000 GALLON TANK

7/30,000 GALLON TANKS

2/20,000 GALLON TANKS

1/12,000 GALLON TANK

2/10,000 GALLON TANKS

2/8,000 GALLON TANKS

10/5,200 GALLON TANKS

2/5,000 GALLON TANKS

2/4,200 GALLON TANKS

DELIVERY HOURS: 0700-1300

MULTIPLE DROP

527-67 DIESEL FUEL #1, LOW SULF (LS1) 350,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1300

DELIVERY: NOV-FEB, APPROX

527-68 DIESEL FUEL #2, LOW SULF (LS2) 1,200,000 GL

TANK TRUCK (TT), INTO 1/11,600 GALLON TANK

2/10,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1300 DELIVERY: MAR-OCT, APPROX

STATE OF INDIANA

EDINBURG,

IN, ARMY, NG, TRAINING STA, CAMP ATTERBURY, (FOR USPFO, IN),

JOHNSON COUNTY

DELIVERY DODAAC: W53T0A BILLING DODAAC: W53P1L

ORDERING OFFICE: 317-247-3154

111-13 DIESEL FUEL #2 (DL2) 1,800,000 GL

TANK TRK/TRL (TTR), INTO 2/12,000 GALLON TANKS

ANTICIPATE 20% ON HIGHWAY USE

111-24 GASOHOL, REG UNL (GUR) 37,000 GL

TANK TRK/TRL (TTR), INTO 2/10,000 GALLON TANKS ANTICIPATE 20% ON HIGHWAY USE

111-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), INTO 2/10,000 GALLON TANKS ANTICIPATE 20% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 111-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF INDIANA

NEW HAVEN,

IN, DOD, DNSZ, NEW HAVEN DEPOT, APPROX 3 MI E. ON INDIANA HWY \$14, ALLEN COUNTY

DELIVERY DODAAC: SB0841
BILLING DODAAC: SB0841

ORDERING OFFICE: 219-749-5953

966-46 FUEL OIL, BURNER #2 (FS2) 37,500 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO 2/2,500 GALLON TANKS 2/1,000 GALLON TANKS DELIVERY TICKET REQUIRED

STATE OF KENTUCKY

FRANKFORT,

KY, ARMY, NG, BOONE CENTER, (FOR USPFO, KY)

FRANKLIN COUNTY

DELIVERY DODAAC: W22MQP BILLING DODAAC: W81K70

ORDERING OFFICE: 502-564-8425

168-13 DIESEL FUEL #2 (DL2) 75,000 GL

TANK WAGON (TW), W/METER INTO

1/8,000 GALLON TANK 1/5,000 GALLON TANK

ANTICIPATE 95% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1600

90,000 GL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF KENTUCKY

FT CAMPBELL,

KY, ARMY, WICKHAM AVE, BLDG #5185,

CHRISTIAN COUNTY

DELIVERY DODAAC: W34GM7 BILLING DODAAC : W34GM7

ORDERING OFFICE: 502-798-7853

160-461 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP & METER AND 125 FT OF

HOSE INTO

6/30,000 GALLON TANKS

2/20,000 GALLON TANKS

4/10,000 GALLON TANKS

3/8,000 GALLON TANKS

2/6,000 GALLON TANKS

3/5,000 GALLON TANKS

1/3,000 GALLON TANK

3/2,000 GALLON TANKS

1/1,500 GALLON TANK

26/1,000 GALLON TANKS

3/550 GALLON TANKS

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1430

NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

NOTE 2: CYCLE SYS REQS EA TANK TO BE FILLED TO

CAP EVERY 5 WORKING DAYS ON A ROTATING BASIS.

START AT THE N END AND END AT THE S END OF POST.

IN EMERGENCY, SOME TANKS MAY REQUIRE A 2ND

FILLING

DURING 5 DAY INTERIM.

NOTE 3: INVOICE DELIVERY TICKETS MUST BE

ANNOTATED WITH SULFUR CONTENT FOR EACH SEPARATE

LOAD OR DROP OF FUEL DELIVERED TO A SPECIFIC

BUILDING OR TANK, REGARDLESS OF AMOUNT.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF KENTUCKY

160-462 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 30,000 GL

TANK TRK/TRL (TTR), W/CALIBRATED METERS OR CAPACITY TABLES INTO 1/1,000,000 GALLON TANK
DELIVERY HOURS: 0730-1430
NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY.
NOTE 2: INVOICE/DELIVERY TICKETS MUST BE ANNOTATED WITH SULFUR CONTENT FOR EACH SEPARATE LOAD OR DROP OF FUEL DELIVERED TO A SPECIFIC BUILDING OR TANK, REGARDLESS OF AMOUNT.
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL

OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF KENTUCKY

FT KNOX

KY, ARMY, BLDG $9320,30~\mathrm{MI}~\mathrm{S}~\mathrm{OF}~\mathrm{LOUISVILLE}$

HARDIN COUNTY

DELIVERY DODAAC: W22PEQ
BILLING DODAAC: W22PEQ

ORDERING OFFICE: 502-624-1046

162-12 DIESEL FUEL #1 (DL1)

1,500,000 GL

TANK TRK/TRL (TTR), AND 35 FT HOSE INTO 15/10,000 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1500

OCT - MAR

CERTIFIED CAPACITY TABLES REQUIRED

NOTE 1: DRIVER SHALL REPORT TO BLDG 9320 FOR

QUANTITY VERIFICATION

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

MULTIPLE DROP

ESCORT REQUIRED

162-13 DIESEL FUEL #2 (DL2)

2,250,000 GL

TANK TRK/TRL (TTR), INTO

15/10,000 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY HOURS: 0730-1500

APR - SEP

CERTIFIED CAPACITY TABLES REQUIRED

NOTE 1: DRIVER SHALL REPORT TO BLDG 9320 FOR

QUANTITY VERIFICATION

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

MULTIPLE DROP

ESCORT REQUIRED

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF KENTUCKY

162-28 GASOLINE, REG UNL (MUR)

100,000 GL

TANK TRK/TRL (TTR), AND 35 FT HOSE INTO 2/10,000 GALLON TANKS 3/1,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 CERTIFIED CAPACITY TABLES REQUIRED NOTE 1: DRIVER SHALL REPORT TO BLDG 9320 FOR QUANTITY VERIFICATION NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY. MULTIPLE DROP ESCORT REQUIRED

STATE OF KENTUCKY

162-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 1,500,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

1/30,000 GALLON TANK

5/25,000 GALLON TANKS

2/16,000 GALLON TANKS

8/15,000 GALLON TANKS

3/12,000 GALLON TANKS

4/10,000 GALLON TANKS

2/8,000 GALLON TANKS

2/6,000 GALLON TANKS

3/4,000 GALLON TANKS

1/2,500 GALLON TANK

1/2,000 GALLON TANK

1/1,000 GALLON TANK

1/550 GALLON TANK

SOME AREAS CAN ONLY BE REACHED BTWN 0730-1600 HRS DELIVERY HOURS: 0730-1500

NOTE 1: CONTRACTOR SHALL NOT BE RESPONSIBLE FOR MAINT OR REPAIRS OF THESE TANKS AND PUMPING EQUIPMENT EXCEPT FOR LOSS OR DAMAGE CAUSED BY

NEGLIGENCE OF CONTRACTOR.

NOTE 2: DRIVER REPORT TO BLDG 9320 FOR QUANTITY VERIFICATION

NOTE 3: PROPER GROUNDING EQUIPMNT REQD ON TRUCK

NOTE 4: CONTRACTOR SHALL ACCEPT FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY.

AUTOMATIC FILL

ESCORT REQUIRED

STATE OF KENTUCKY

GREENVILLE,

KY, ARMY, NG, UTES #2, HWY #181, 2 MI SOUTH OF GREENVILLE, (FOR USPFO, KY),

MUHLENBURG COUNTY

DELIVERY DODAAC: W22MQV BILLING DODAAC: W81K70

ORDERING OFFICE: 502-564-8425

170-13 DIESEL FUEL #2 (DL2)

125,000 GL

TANK WAGON (TW), W/METER INTO 1/4,000 GALLON TANK ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0745-1300

RICHMOND,

KY, ARMY, BLUE GRASS STATION, 5 MI S OF RICHMOND

MADISON COUNTY

DELIVERY DODAAC: W22L11
BILLING DODAAC: W31G1Y

ORDERING OFFICE: 606-293-3231

190-13 DIESEL FUEL #2 (DL2)

225,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1400

DELIVERY: MON - THUR

NOTE: DRIVER REPORT TO BLDG 10

STATE OF KENTUCKY

190-28 GASOLINE, REG UNL (MUR)

300,000 GL

500,000 GL

TANK TRK/TRL (TTR), INTO

3/10,000 GALLON TANKS

ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0730-1400

DELIVERY: MON-THUR

NOTE: DRIVER REPORT TO BLDG 10

MULTIPLE DROP

190-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP & METER INTO

1/12,000 GALLON TANK

4/10,000 GALLON TANKS

1/6,000 GALLON TANK

5/4,000 GALLON TANKS

2/3,000 GALLON TANKS

9/1,000 GALLON TANKS

15/560 GALLON TANKS

4/275 GALLON TANKS

CERTIFIED DELIVERY TICKETS REQUIRED

DELIVERY: MON-THUR

NOTE: DRIVER REPORT TO BLDG 218 PRIOR TO

DELIVERY

AUTOMATIC FILL

ESCORT REQUIRED

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF KENTUCKY

190-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 55,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 2/12,000 GALLON TANKS 2/10,000 GALLON TANKS 2/1,000 GALLON TANKS 2/560 GALLON TANKS CERTIFIED DELIVERY TICKETS REQUIRED DELIVERY MON-THUR NOTE: DRIVER REPORT TO BLDG 201 PRIOR TO

DELIVERY

ESCORT REQUIRED

STATE OF MARYLAND

ABERDEEN PROVING GROUNDS

MD, ARMY, 4 MI SE OF ABERDEEN (ABERDEEN AREA)

HARFORD COUNTY

DELIVERY DODAAC: W23HYY BILLING DODAAC : W23HYY

ORDERING OFFICE: 410-306-1632

201-08 RFG REGULAR UNLEADED (MRR) 960,000 GL

TANK TRUCK (TT), W/ADAPTER FOR 4" CAMLOCK & 40FT

HOSE INTO

2/20,000 GALLON TANKS AT BLDG 4029

ANTICIPATE 12% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1100

1300-1500

900,000 GL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

ABERDEEN PROVING GROUNDS

MD, ARMY, 4 MI SE OF ABERDEEN (ABERDEEN AREA)

HARFORD COUNTY

DELIVERY DODAAC: W23HYY BILLING DODAAC : W23HYY

ORDERING OFFICE: 410-306-1632

201-13 DIESEL FUEL #2 (DL2)

120,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK TRUCK (TT), W/ADAPTER FOR 4" CAMLOCK, 40 FT

HOSE INTO

2/10,000 GALLON TANKS (9 MI FROM APG) AT PERRYMAN

TEST COURSE AREA (BLDG 896)

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1300

NOTE: RESTRICTED AREA - CALL X3-9180 AT BLDG 379

FOR ESCORT

201-131 DIESEL FUEL #2 (DL2)

MAX. SULFUR CONTENT 0.05 %

HOSE INTO

2/15,000 GALLON TANKS MUNSON TEST AREA-BLDG 421

TANK TRUCK (TT), W/ADAPTER FOR 4" CAMLOCK, 40 FT

ANTICIPATE 12% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1100

1300-1500

STATE OF MARYLAND

201-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 2,256,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/300,000 GALLON TANK 2/100,000 GALLON TANKS 1/30,000 GALLON TANK 4/25,000 GALLON TANK 1/20,000 GALLON TANK DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200

DELIVERY FROM DEC-FEB: POUR POINT SHALL BE -18

NOTE 1: DRIVER REPORT TO BLDG 5005 PRIOR TO DELIVERY.

1230-1500

NOTE 2: SECUIRTY CLEARANCE & BADGE REQUIRED.

NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS

AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY

UPON REQUEST.

NOTE 3: TANKS ARE LOCATED IN "AA AREA".

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF MARYLAND

201-462 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 4,620,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/12,000 GALLON TANK 6/8,000 GALLON TANKS 14/4,000 GALLON TANKS 5/3,000 GALLON TANK 1/2,500 GALLON TANKS 84/2,000 GALLON TANKS 5/1,500 GALLON TANKS 42/1,000 GALLON TANKS 11/600 GALLON TANKS 38/550 GALLON TANKS 17/500 GALLON TANKS 1/300 GALLON TANK 76/275 GALLON TANKS DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200

DELIVERY FROM DEC-FEB: POUR POINT SHALL BE -18 DEG C MAX

NOTE 1: DRIVER REPORT TO BLDG 5005 PRIOR TO DELIVERY

1230-1500

NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED.
NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS
AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY
UPON REQUEST.

NOTE 3: TANKS ARE LOCATED IN "AA AREA"

NOTE 4: STARTING 13 FEB 98, THE ACTIVITY WILL BE

CLOSED EVERY OTHER FRIDAY DUE TO MANDATORY

COMPRESSED WORK SCHEDULE. NO DELIVERIES WILL BE

ACCEPTED ON THE FRIDAYS WE ARE CLOSED.

AUTOMATIC FILL

STATE OF MARYLAND

201-463 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 3,478,500 GL

TANK WAGON (TW), W/PUMP & METER INTO

2/20,000 GALLON TANKS

2/15,000 GALLON TANKS

9/10,000 GALLON TANK

10/8,000 GALLON TANKS

5/6,000 GALLON TANKS

1/5,000 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200

1230-1500

DELIVERY FOR DEC-FEB: POUR POINT SHALL BE -18

DEG

C MAX

NOTE 1: DRIVER REPORT TO BLDG 5005 PRIOR TO

DELIVERY

NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED.

NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS

AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY

UPON REQUEST

NOTE 3: TANKS ARE LOCATED IN "AA AREA".

STATE OF MARYLAND

ABERDEEN PROVING GROUNDS

MD, ARMY, 22 MI FROM APG, RT 136 (CHURCHVILLE AREA)

HARFORD COUNTY

DELIVERY DODAAC: W23HYY
BILLING DODAAC: W23HYY

ORDERING OFFICE: 410-278-4665

202-13 DIESEL FUEL #2 (DL2)

60,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK TRUCK (TT), W/ADAPTER FOR $4\,\mbox{"}$ CAMLOCK, $40~\mbox{FT}$

HOSE INTO

2/10,000 GALLON ABOVE GROUND TANK(S) AT

CHURCHVILLE TEST AREA (BLDG 10307)

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY HOURS: 0700-1300

NOTE: RESTICTED AREA - CALL X3-9180 AT BLDG 379

FOR ESCORT

ABERDEEN PROVING GROUNDS

MD, ARMY, 8 MI WEST OF ABERDEEN, (EDGEWOOD AREA)

HARFORD COUNTY

DELIVERY DODAAC: W23HYY
BILLING DODAAC: W23HYY

ORDERING OFFICE: 410-306-1632

203-08 RFG REGULAR UNLEADED (MRR)

552,000 GL

TANK TRUCK (TT), W/ADAPTER FOR $4\,\mbox{"}$ CAMLOCK AND $40\,\mbox{}$

FT HOSE INTO

1/20,000 GALLON TANK AT BLDG E4015

ANTICIPATE 12% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1100

1300-1500

STATE OF MARYLAND

203-13 DIESEL FUEL #2 (DL2)
MAX. SULFUR CONTENT 0.05 %

270,000 GL

TANK TRUCK (TT), W/ADAPTER FOR 4 INCH CAMLOCK AND

40 FT HOSE INTO 1/20,000 GALLON TANK AT BLDG E4015 ANTICIPATE 12% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1300 1300-1500

STATE OF MARYLAND

203-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

1,485,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

1/10,000 GALLON TANK

3/5,000 GALLON TANKS

3/4,000 GALLON TANK

5/3,000 GALLON TANKS

1/2,500 GALLON TANK

8/2,000 GALLON TANKS

5/1,500 GALLON TANKS

12/1,000 GALLON TANKS

11/550 GALLON TANKS

18/500 GALLON TANKS

104/275 GALLON TANKS

1/600 GALLON TANK

1/120 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1200

1230-1500

DELIVERY FOR DEC-FEB: POUR POINT SHALL BE -18 DEG

C MAX

NOTE 1: DRIVER REPORT TO BLDG E1607 PRIOR TO DELIVERY

NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED.

NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY UPON REQUEST.

NOTE 3: TANKS ARE LOCATED IN "EA AREA".

NOTE 4: STARTING 13 FEB 98, THE ACTIVITY WILL BE

CLOSED EVERY OTHER FRIDAY DUE TO MANDATORY

COMPRESSED WORK SCHEDULE. NO DELIVERIES WILL BE

ACCEPTED ON THE FRIDAYS WE ARE CLOSED.

AUTOMATIC FILL

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF MARYLAND

203-462 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 4,785,000 GL

TANK TRUCK (TT), W/PUMP INTO 2/100,000 GALLON TANKS 2/25,000 GALLON TANKS 6/15,000 GALLON TANKS 1/10,000 GALLON TANK 2/8,000 GALLON TANKS DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200

1230-1500

DELIVERY FOR DEC-FEB: POUR POINT SHALL BE -18 DEG

C MAX

NOTE 1: DRIVER REPORT TO BLDG E1607 PRIOR TO DELIVERY

NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED.
NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS
AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY
UPON REOUEST.

NOTE 3: TANKS ARE LOCATED IN "EA AREA".
THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF MARYLAND

203-463 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 1,245,000 GL

TANK WAGON (TW), INTO 3/10,000 GALLON TANKS 2/8,000 GALLON TANKS 1/7,000 GALLON TANK DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1200

DELIVERY FOR DEC-FEB: POUR POINT SHALL BE -18 DEG

1230-1500

C MAX

NOTE 1: DRIVER REPORT TO BLDG E1607 PRIOR RO DELIVERY

NOTE 2: SECURITY CLEARANCE & BADGE REQUIRED.
NECESSARY SECURITY FORMS SUBMITTED WITHIN 10 DAYS
AFTER AWARD. FORMS WILL BE SUPPLIED BY ACTIVITY
UPON REQUEST.

NOTE 3: TANKS ARE LOCATED IN "EA AREA".
THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF MARYLAND

ADELPHI.

MD, ARMY, 2800 POWDER MILL ROAD, (FOR HARRY DIAMOND LABORATORIES),

PRINCE GEORGE'S COUNTY

DELIVERY DODAAC: W7LB7J BILLING DODAAC: W7LB7J

ORDERING OFFICE: 301-394-2241

208-461 FUEL OIL, BURNER #2 (FS2) 105,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO

1/6,000 GALLON TANK

1/3,000 GALLON TANK

2/2,500 GALLON TANKS

1/1,000 GALLON TANK 1/550 GALLON TANK

2/275 GALLON TANKS

DELIVERY TICKET REQUIRED

208-462 FUEL OIL, BURNER #2 (FS2) 215,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), INTO 3/30,000 GALLON TANKS AT BLDG 106 1/10,000 GALLON TANK AT BLDG 500 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL

OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

ANNAPOLIS,

MD, NAVY, NAVAL ACADEMY,

ANNE ARUNDEL COUNTY

DELIVERY DODAAC: N00161 BILLING DODAAC : N00161

ORDERING OFFICE: 301-293-2437

545-08 RFG REGULAR UNLEADED (MRR) 330,000 GL

TANK TRUCK (TT), INTO

2/10,000 GALLON TANKS AT NAVAL ACADEMY GARAGE

ANTICIPATE 50% ON HIGHWAY USE

40,800 GL 545-081 RFG REGULAR UNLEADED (MRR)

TANK WAGON (TW), INTO

1/6,000 GALLON ABOVE GROUND TANK(S) AT SMALL

CRAFT

FACILITY

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

545-46 FUEL OIL, BURNER #2 (FS2) 1,200,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), INTO 1/350,000 GALLON TANK

1/325,000 GALLON TANK AT CENTRAL HEATING PLANT,

BLDG 579, PERRY CENTER

DELIVERY TICKET REQUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE

DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF MARYLAND

545-68 DIESEL FUEL #2, LOW SULF (LS2)

141,000 GL

TANK TRUCK (TT), INTO

1/10,000 GALLON TANK AT NAVAL ACADEMY

ANTICIPATE 100% ON HIGHWAY USE

545-681 DIESEL FUEL #2, LOW SULF (LS2)

6,000 GL

TANK WAGON (TW), INTO

1/2,000 GALLON TANK AT CBU-403, 297 HALLIGAN RD

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

ANNAPOLIS,

MD, NAVY, CARDEROCK DIV, ANNAPOLIS DET, NAVAL SURFACE WARFARE CTR,

ANNAPOLIS LAB,

ANNE ARUNDEL COUNTY

DELIVERY DODAAC: N61533 BILLING DODAAC: N00167

ORDERING OFFICE: 301-227-1207

547-08 RFG REGULAR UNLEADED (MRR)

48,000 GL

TANK WAGON (TW), W/4 IN CAM & GROOVE FILL

CONNECTING & 60 FT REC HOSE INTO

1/20,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1300

NOTE: NOTIFY WATCH LEADER, 293-3453, 24 HRS IN

ADVANCE OF DELIVERY

STATE OF MARYLAND

547-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 %

100,000 GL

TANK TRUCK (TT), W/PUMP & ADAPTER FOR 3-4 INCH PL INTO

2/109,000 GALLON TANKS

1/97,000 GALLON TANK

1/40,000 GALLON TANK

DELIVERY HOURS: 0800-1300

DELIVERY TICKETS REQD WITH TEMP & API READING

NOTE: NOTIFY WATCH LEADER, 267-3236 24 HOURS IN

ADVANCE OF DELIVERY

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

MD, NAVY, CARDEROCK DIV, NSWC, CARDEROCK LAB, MAC ARTHUR BLVD, NOTE: RT 495 TO RT 190 WEST (RIVER RD) PROCEED TO RT 191 (BRADLEY BLVD) TURN LEFT, PROCEED TO PERSIMMON TREE RD, TURN LEFT PROCEED APPROX 2 MI TO NAVY TRUCK RD (MARKED DTNSRDC) TURN RIGHT PROCEED TO BOTTOM OF HILL AND CROSS OVER MACARTHUR BLVD INTO BACK GATE OF STATION MONTGOMERY COUNTY

DELIVERY DODAAC: N00167 BILLING DODAAC : N00167

ORDERING OFFICE : 301-227-1207 ALT ORDERING OFFICE: FAX: 301-227-3927

POC: DONNA SCHOLTEN

552-08 RFG REGULAR UNLEADED (MRR)

135,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TOP-LOADING TANK ANTICIPATE 100% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0630-1400 MONDAY TO FRIDAY (SOME WEEKENDS) AT BLDG 143 NOTE: CALL PAUL GEAGLONE OR LARRY TRAMMEL AT (301) 277-1840 OR 277-1235 FOR DELIVERY INSTRUCTIONS.

FUEL OIL, BURNER #2 (FS2) 552-46 MAX. SULFUR CONTENT 0.30 % 480,000 GL

TANK WAGON (TW), INTO

1/20,000 GALLON ABOVE GROUND TANK(S)

1/10,000 GALLON BELOW GROUND TANK

1/500 GALLON BELOW GROUND TANK

1/300 GALLON ABOVE GROUND TANK(S)

METERED DELIVERY TICKET REQUIRED AT EACH TANK DELIVERY HOURS: 0630-1400 MONDAY TO FRIDAY

(SOME WEEKENDS) AT BLDG 143

NOTE: CALL LEE HUNTER AT 301-227-4886 FOR

DELIVERY INSTRUCTIONS.

STATE OF MARYLAND

552-68 DIESEL FUEL #2, LOW SULF (LS2)

90,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK
1/250 GALLON TANK
1/200 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0630-1400 MONDAY TO FRIDAY
(SOME WEEKENDS) AT BLDG 143
NOTE 1: CALL PAUL GEAGLONE OR LARRY TRAMMEL AT
301-277-1235 FOR DELIVERY INSTRUCTIONS AFTER
HOURS

NOTE 2: EACH DELIVERY MUST FOLLOW THESE INSTRUCTIONS

A. 1ST STOP: BLDG 60 - TOP OFF TANK
B. 2ND STOP: BLDG 9 - DROP REMAINING
NOTE 3: THE 250 GAL TANK IS USED FOR EMERGENCY
PURPOSES ONLY - THUS SERVICE WILL BE REQD AT

RANDOM & INFREQUENT TIMES

STATE OF MARYLAND

BETHESDA,

MD, NAVY, NATIONAL NAVAL MEDICAL CENTER,

MONTGOMERY COUNTY

DELIVERY DODAAC: N00168
BILLING DODAAC: N00168

ORDERING OFFICE: 202-295-0491

553-08 RFG REGULAR UNLEADED (MRR) 75,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/4,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

553-46 FUEL OIL, BURNER #2 (FS2) 50,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO

2/6,000 GALLON TANKS

2/4,000 GALLON TANKS

1/3,000 GALLON TANK

1/2,000 GALLON TANK

3/1,500 GALLON TANKS

5/1,000 GALLON TANKS

1/560 GALLON TANK

1/270 GALLON TANK

DELIVERY TICKET REQUIRED

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

553-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

2,100,000 GL

TANK TRUCK (TT), INTO 8/25,000 GALLON TANKS

NOTE: TRUCKS MUST HAVE REAR DISCHARGE

MULTIPLE DROP

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

553-68 DIESEL FUEL #2, LOW SULF (LS2)

30,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK AT BLDG 241 1/1,500 GALLON TANK AT BLDG 241 ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

CHELTANHAM,

MD, ARMY, CO. A 129TH SIG BN, 9900 SURRATS RD, CHELTANHAM ARMORY (FOR USPFO MD)

PRINCE GEORGE'S COUNTY

DELIVERY DODAAC: W81A65
BILLING DODAAC: W23R7B

ORDERING OFFICE: 410-278-8477

211-13 DIESEL FUEL #2 (DL2)

35,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/8,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

CHESAPEAKE CITY,

MD, ARMY, RESIDENT ENGR, OFFICE, (FOR COE PHILADELPHIA),

CECIL COUNTY

DELIVERY DODAAC: 963200 BILLING DODAAC: W26GLG

ORDERING OFFICE: 301-885-5622

210-13 DIESEL FUEL #2 (DL2)

45,000 GL

TANK WAGON (TW), INTO 2/3,000 GALLON TANKS ANTICIPATE 2% ON HIGHWAY USE DELIVERY TICKET REQUIRED

95,000 GL

54,000 GL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

FORT MCHENRY,

MD, NAVY, NAVAL RESERVE READINESS CENTER BALTIMORE,

INDEPENDENT CITY OF BALTIMORE

DELIVERY DODAAC: N61897 BILLING DODAAC: N00179

ORDERING OFFICE: 410-752-0143

550-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO

1/10,000 GALLON ABOVE GROUND TANK(S)

FT DETRICK

MD, ARMY

FREDERICK COUNTY

DELIVERY DODAAC: W23G1L BILLING DODAAC : W23G1L

ORDERING OFFICE: 301-619-7434

235-13 DIESEL FUEL #2 (DL2)

MAX SULFUR CONTENT 0.05%

TANK TRUCK (TT), W/PUMP INTO

1/12,000 GALLON TANK AT BLDG 190

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1600

NOTE 1: DRIVER REPORT TO BLDG NUMBER 190 PRIOR

TO

DELIVERY

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FASCIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

STATE OF MARYLAND

235-34 DIESEL FUEL #2 (DF2)
MAX. SULFUR CONTENT 0.30 %

105,000 GL

TANK TRUCK (TT), INTO

2/30,000 GALLON TANKS (INTER-CONNECTING)

ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0800-1600

NOTE 1: DRIVER REPORT TO BLDG NUMBER 1673 PRIOR

TO DELIVERY

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN 1 WORKING DAY.

235-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 %

720,000 GL

TANK TRUCK (TT), INTO

3/30,000 GALLON TANKS AT BLDG 1673

1/10,000 GALLON TANK AT BLDG 393

DELIVERY HOURS: 0800-1600

NOTE 1: DRIVER REPORT TO BLDG NUMBER ANNOTATED ON

DELIVERY ORDER PRIOR TO DELIVERY.

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN 1 WORKING DAY.

NOTE 3: DELIVERIES TO BLDG 1673 MUST BE

COORDINATED W/OPERATOR ON DUTY PRIOR TO

OFF-LOADING

STATE OF MARYLAND

235-55 FUEL OIL, BURNER #6 (FS6)
MAX. SULFUR CONTENT 2.00 %

4,200,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/648,000 GALLON TANK 1/250,000 GALLON TANK DELIVERY HOURS: 0800-1600

NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN 1 WORKING DAY

NOTE 2: CONTRACTOR REPORT TO BLDG 190 PRIOR TO DELIVERY

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION. THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

FT GEORGE G. MEADE

MD, ARMY

ANNE ARUNDEL COUNTY

DELIVERY DODAAC: W81D04 BILLING DODAAC : W81D04

ORDERING OFFICE: 301-677-4510/5713

1,000,000 GL 230-08 RFG REGULAR UNLEADED (MRR)

> TANK TRK/TRL (TTR), INTO 1/20,000 GALLON TANKS 1/10,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED DELIVERY HOURS: 0630-1400

NOTE: DRIVER REPORT TO BLDG P68 UPON ARRIVAL FOR

CHECK IN/CHECK OUT PROCEDURES

230-13 DIESEL FUEL #2 (DL2) 400,000 GL

> TANK TRK/TRL (TTR), INTO 2/20,000 GALLON TANKS AT BLDG 60B 1/10,000 GALLON TANK AT BLDG 9835 ANTICIPATE 90% ON HIGHWAY USE

DELIVERY HOURS: 0630-1400 MONDAY TO FRIDAY

DELIVERY TICKETS REQUIRED FOR EACH DROP

NOTE: DRIVER REPORT TO BLDG T258 UPON ARRIVAL

FOR

CHECK IN/CHECK OUT PROCEDURES

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

230-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 %

3,000,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO 5/20,000 GALLON TANKS AT BLDGS P60B, P2482, & P8481

1/10,000 GALLON TANK AT BLDG P69 1/12,000 GALLON TANK AT BLDG P72A

DELIVERY HOURS: 0630-1400 MONDAY TO FRIDAY

DELIVERY TICKETS REQUIRED FOR EACH DROP

NOTE: DRIVER REPORT TO BLDG P69 UPON ARRIVAL FOR

CHECK-IN/CHECK-OUT PROCEDURES

STATE OF MARYLAND

FT MEADE,

MD, DOD, NSA COMPLEX, 9800 SAVAGE ROAD,

ANNE ARUNDEL COUNTY

DELIVERY DODAAC: N63987 BILLING DODAAC: H98230

ORDERING OFFICE : 301-688-7251 (DIESEL)

ALT ORDERING OFFICE: 301-688-5395 (HEATING OIL)

978-13 DIESEL FUEL #2 (DL2)

132,000 GL

TANK WAGON (TW), INTO

2/20,000 GALLON TANKS AT EARTH TERMINAL BLDG,

COMM

TERM CTR BLDG & OPERATIONS BLDG #3

1/12,000 GALLON TANK AT COMM TERM CTR BLDG

1/6,000 GALLON TANK AT OPERATIONS BLDG #3

1/500 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: CONTRACTOR MUST CALL 688-7550, 24 HRS

PRIOR

TO DELIVERY

ESCORT REQUIRED

978-131 DIESEL FUEL #2 (DL2)

2,200,000 GL

TANK TRUCK (TT), INTO

6/48,000 GALLON TANKS AT BLDG 2B

3/25,000 GALLON TANKS AT DIESEL GEN PLANT

ANTICIPATE 5% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: CONTRACTOR MUST CALL 688-7550, 24 HRS

PRIOR

TO DELIVERY

ESCORT REQUIRED

STATE OF MARYLAND

978-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 1,500,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/203,760 GALLON TANK AT BLDG 9807 (BOILER PLANT) 1/204,736 GALLON TANK AT BLDG 9807 (BOILER PLANT) 1/10,000 GALLON TANK AT BLDG 9960 (TORDELLA BLDG)

NOTE 1: CONTRACTOR MUST CALL 688-7472, 24

HRS

PRIOR TO DELIVERY

NOTE 2: CONTRACTOR SHALL PROVIDE THE FOLLOWING

INFO TO 410-688-4083/5269:

DRIVER(S) FULL NAME

SSN

DATE/PLACE OF BIRTH

NAME OF EMPLOYER/COMPANY

US CITIZENSHIP

NOTE 3: CONTRACTOR SHALL ACCEPT VERBAL ORDERS WITH 24 HRS NOTICE, WITH HARD COPY TO FOLLOW ESCORT REOUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 24 HOURS OF NOTIFICATION.

978-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0 DEG F

400,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK AT SILVER RECOVERY PLANT

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

FT RICHIE

MD, ARMY, ROUTE 550, WASHINGTON COUNTY

> DELIVERY DODAAC: W23P47 BILLING DODAAC : W81PBW

ORDERING OFFICE: 301-241-44274

237-46 800,000 GL FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO 4/10,000 GALLON TANKS 3/8,000 GALLON TANKS 1/6,000 GALLON TANK

6/4,000 GALLON TANKS

12/2,500 GALLON TANKS

7/2,000 GALLON TANKS 27/1,000 GALLON TANKS

1/600 GALLON TANK

2/550 GALLON TANKS

1/100 GALLON TANK

DUPLICATED DELIVERY TICKETS REQUIRED

NOTE: DRIVER REPORT TO BCT, BLDG 123 BEFORE

DELIVERY. PHONE 301-241-4427

AUTOMATIC FILL

STATE OF MARYLAND

HARVE DE GRACE

MD, ARMY, USPFO WAREHOUSE, 301 OLD BAY LANE, HARVE DE GRACE ARMORY

(FOR USPFO MD) HARFORD COUNTY

DELIVERY DODAAC: W80YXA BILLING DODAAC: W23R7B

ORDERING OFFICE: 410-278-8477

239-13 DIESEL FUEL #2 (DL2)

35,000 GL

30,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

1/2,500 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

INDIAN HEAD,

MD, NAVY, NAVAL EXPLOSIVE ORDNANCE TECH STATION (STUMP NECK),

CHARLES COUNTY

DELIVERY DODAAC: N00174
BILLING DODAAC: N00174

ORDERING OFFICE: 301-744-6273

556-08 RFG REGULAR UNLEADED (MRR)

TANK TRUCK (TT), W/PUMP, 40FT HOSE, 3"-4" FEMALE

TO FEMALE ADAPTER INTO

1/10,000 GALLON TANK AT BLDG 44SN

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY HOURS: 0730-1030

1230-1430

NOTE: DRIVER MUST CALL 301-744-4221 BEFORE

DELIVERY

STATE OF MARYLAND

INDIAN HEAD,

MD, NAVY, WHERRY HOUSING PROJECT, RT 210, (FOR NAVAL ORDNANCE

STATION),

CHARLES COUNTY

DELIVERY DODAAC: N00174
BILLING DODAAC: N00174

ORDERING OFFICE: 310-744-6273

557-46 FUEL OIL, BURNER #2 (FS2) 600,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO

3/4,000 GALLON TANKS AT BLDGS 7, 15, & 32 7/2,000 GALLON TANKS AT BLDGS 11, 12, 23, 26, 29,

33, & 38

DELIVERY HOURS: 0730-1430

DELIVERY TICKETS REQUIRED FOR EACH DROP

INDIAN HEAD,

MD, NAVY, NAVAL ORDNANCE STATION, RT 210,

CHARLES COUNTY

DELIVERY DODAAC: N00174 BILLING DODAAC: N00174

ORDERING OFFICE: 301-744-6273

558-08 RFG REGULAR UNLEADED (MRR) 508,500 GL

TANK TRUCK (TT), W/PUMP, 40FT HOSE, 3"-4" FEMALE

TO FEMALE ADAPTER INTO

2/12,000 GALLON TANKS AT BLDG 1489

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1030

1230-1430

NOTE: DRIVER MUST GET PASS FROM MAIN GATE & CALL

301-744-4221. MULTIPLE DROP

STATE OF MARYLAND

558-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 855,000 GL

TANK TRUCK (TT), INTO

3/50,000 GALLON TANKS AT BLDG 658

DELIVERY TICKET REQUIRED

NOTE: 24 HOUR DELIVERY ALLOWED

558-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

2,000,000 GL

TANK TRUCK (TT), W/PUMP, 40FT HOSE, 3"-4" FEMALE

TO FEMALE ADAPTER INTO

5/12,000 GALLON INTERCONNECTED TANKS AT BLDG 648

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1030

1230-1430

NOTE 1: DELIVERIES WILL BE APPROX 7,200 GAL PER

LOAD/2 LOADS PER DAY FOR APPROX 3 DAYS

NOTE 2: DRIVER MUST GET PASS FROM MAIN GATE AND

CALL 301-744-4221 BEFORE DELIVERY

558-462 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

2,000,000 GL

TANK TRUCK (TT), INTO

2/20,000 GALLON ABOVE GROUND TANK(S) AT BLDG 712

DELIVERY TICKET REQUIRED

NOTE: 24 HOUR DELIVERY ALLOWED

STATE OF MARYLAND

558-55 FUEL OIL, BURNER #6 (FS6) MAX. SULFUR CONTENT 2.00 % 15,000,000 GL

TANK TRUCK (TT), W/PUMP INTO

2/500,000 GALLON TANKS AT BLDG 873

1/20,000 GALLON TANK AT BLDG 873

2/15,000 GALLON TANKS AT BLDG 873

DELIVERY TICKET REQUIRED

NOTE: 24 HOUR DELIVERY ALLOWED

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

558-68 DIESEL FUEL #2, LOW SULF (LS2)

195,000 GL

TANK TRUCK (TT), W/PUMP, 40' HOSE, 3"-4" FEMALE

TO

FEMALE ADAPTER INTO

1/51,730 GALLON TANK AT BLDG 658

1/12,000 GALLON TANK AT BLDG 1489

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1030

1230-1430

NOTE: DRIVER GET PASS FROM MAIN GATE & CALL

301-744-4221 MULTIPLE DROP

STATE OF MARYLAND

PATUXENT RIVER,

MD, NAVY, NAVAL AIR STATION,

ST MARY'S COUNTY

DELIVERY DODAAC: N00421 BILLING DODAAC: N00421

ORDERING OFFICE: 301-826-3240

560-22 GASOHOL, PREM UNL (GUP) 720,000 GL

TANK TRUCK (TT), INTO 2/15,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE

MULTIPLE DROP

560-27 GASOLINE, PREM UNL (MUP) 0 GL

TANK TRUCK (TT), INTO 2/15,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE

MULTIPLE DROP

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 560-22. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

560-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

3,000,000 GL

TANK TRUCK (TT), INTO

1/600,000 GALLON BELOW GROUND TANK

DELIVERY HOURS: 0600-1530 MONDAY TO FRIDAY

560-68 DIESEL FUEL #2, LOW SULF (LS2) 180,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

STATE OF MARYLAND

PIKESVILLE,

 $\mbox{\sc md}\,,$ $\mbox{\sc army}\,,$ $\mbox{\sc ng}\,,$ $\mbox{\sc hhc}$ $\mbox{\sc sp sp}\,,$ $\mbox{\sc military}$ $\mbox{\sc reservation}\,,$ $\mbox{\sc 610}$ $\mbox{\sc 610}$

BALTIMORE COUNTY

DELIVERY DODAAC: W81A56 BILLING DODAAC: W23R7B

ORDERING OFFICE: 410-278-8475

242-13 DIESEL FUEL #2 (DL2)

40,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/6,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE

RANDLE CLIFF

MD, NAVY, CHESAPEAKE BAY DIV, (FOR NAVAL RESEARCH LAB, WASH DC),

CALVERT COUNTY

DELIVERY DODAAC: N00173
BILLING DODAAC: N00173

DELIVERY TICKET REQUIRED

ORDERING OFFICE: 202-767-3781

562-08 RFG REGULAR UNLEADED (MRR) 20,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

562-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO 1/2,000 GALLON TANK 1/1,000 GALLON TANK 9/550 GALLON TANKS 2/275 GALLON TANKS DELIVERY TICKET REQUIRED ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

* 562-52 FUEL OIL, BURNER #4 (FS4) MAX. SULFUR CONTENT 1.00 % 300,000 GL

TANK TRUCK (TT), INTO 4/15,000 GALLON TANKS DELIVERY TICKET REQUIRED

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

562-68 DIESEL FUEL #2, LOW SULF (LS2)

22,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK 1/2,000 GALLON TANK 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

SILVER SPRING,

 $\mbox{MD},\mbox{ ARMY},\mbox{ WRAMC},\mbox{ FOREST GLEN ANNEX},\mbox{ 2461 LINDEN LANE, BLDG $\#605$ MONTGOMERY COUNTY}$

DELIVERY DODAAC: W71PEC BILLING DODAAC: W71PEC

ORDERING OFFICE: 301-295-7564

248-08 RFG REGULAR UNLEADED (MRR)

288,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED DELIVERY HOURS: 0500-1600

STATE OF MARYLAND

248-13 DIESEL FUEL #2 (DL2)

165,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0745-1600

248-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.30 %

150,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/30,000 GALLON ABOVE GROUND TANK(S) AT BLDG 514 2/20,000 GALLON BELOW GROUND TANK AT BLDG 511 1/20,000 GALLON ABOVE GROUND TANK(S) AT BLDG 514 DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1530 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF MARYLAND

248-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 %

90,000 GL

TANK TRUCK (TT), W/PUMP INTO
1/40,000 GALLON TANK AT BLDG 606
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1530
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF MARYLAND

SUITLAND,

MD, NAVY, NATIONAL MARITIME INTELLIGENCE CENTER 4251 SUITLAND ROAD PRINCE GEORGE'S COUNTY

DELIVERY DODAAC: N00015 BILLING DODAAC: N00015

ORDERING OFFICE: 301-763-9506

566-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

100,000 GL

TANK TRUCK (TT), INTO

2/50,000 GALLON TANKS
DELIVERY HOURS: 0900-1400 MONDAY TO FRIDAY

DELIVERY MAY BE REQD W/24 HRS NOTICE

NOTE: MUST PROVIDE DRIVERS:

A. FULL NAME

B. DATE/PLACE OF BIRTH

C. SSN

D. CITIZENSHIP MUST BE U.S.

E. DRIVERS LIC # & STATE OF ISSUE (PHOTO ID)

ESCORT REQUIRED

THURMONT,

MD, NAVY, NAVAL SUPPORT FAC, 7 MI WEST OF THURMONT OFF ROUTE 77, SECURITY CLEARANCE REQD BY CONTRACTOR & DRIVER, APPLICATION SHALL BE MADE THROUGH THE NAVAL SUPP FAC, THURMONT, MD FREDERICK COUNTY,

DELIVERY DODAAC: N0417A BILLING DODAAC: N62477

ORDERING OFFICE: 301-271-1440

568-09 RFG PREMIUM UNLEADED (MPR)

90,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK 1/1,000 GALLON TANK 1/300 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF MARYLAND

568-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 334,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK 1/3,000 GALLON TANK 1/1,500 GALLON TANK 1/1,000 GALLON TANK 1/550 GALLON TANK 1/300 GALLON TANK AT CAMP 3 DELIVERY TICKET REQUIRED

STATE OF OHIO

COLUMBUS,

OH, DOD, DEFENSE CONSTRUCTION SUPPLY CENTER

FRANKLIN COUNTY,

DELIVERY DODAAC: SB0700 BILLING DODAAC: SB0700

ORDERING OFFICE: 614-692-1670

982-13 DIESEL FUEL #2 (DL2)

100,000 GL

TANK TRK/TRL (TTR), INTO 1/20,000 GALLON TANK 1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1400

MULTIPLE DROP

STATE OF OHIO

COLUMBUS,

OH, DOD, DEFENSE CONSTRUCTION SUPPLY CENTER

FRANKLIN COUNTY,

DELIVERY DODAAC: SB0700
BILLING DODAAC: SB0700

ORDERING OFFICE: 614-692-1670

982-24 GASOHOL, REG UNL (GUR) 190,000 GL

TANK TRK/TRL (TTR), INTO

1/20,000 GALLON TANK 1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY HOURS: 0700-1400

MULTIPLE DROP

982-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), INTO

1/20,000 GALLON TANK

1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY HOURS: 0700-1400

MULTIPLE DROP

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 982-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

ITEM NUMBER ESTIMATED QUANTITY UI

STATE OF TENNESSEE

ATHENS,

TN, ARMY, NG, OMS #3, TENN HWY 30E, SHOWBARN ROAD (FOR USPFO TN)

MCMINN COUNTY

DELIVERY DODAAC: W90D2L BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

301-13 DIESEL FUEL #2 (DL2)

50,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

CHATTANOOGA,

TN, ARMY, NG, OMS #5, 1801 HOLTZCLAW, (FOR USPFO, TN),

HAMILTON COUNTY

DELIVERY DODAAC: W38TBZ BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

318-13 DIESEL FUEL #2 (DL2)

100,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 65% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

COLUMBIA

TN, ARMY, 1/80TH TRP CMMD, J. CAMPBELL BLVD, (FOR USPFO TN) MAURY COUNTY

DELIVERY DODAAC: W80183
BILLING DODAAC: W39NCE

ORDERING OFFICE: 615-313-2650/2658

320-13 DIESEL FUEL #2 (DL2)

40,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 95% ON HIGHWAY USE DELIVERY TICKET REQUIRED

COOKEVILLE

TN, ARMY, NG, HQ, 3-278TH ACR, OM SHOP #4, 505 GOULD ST. (FOR USPFO, TN)

PUTNAM COUNTY

DELIVERY DODAAC: W38TBY BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

322-13 DIESEL FUEL #2 (DL2)

35,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: APPROX 2,000 GAL LOADS

STATE OF TENNESSEE

FT. CAMPBELL,

TN, ARMY, WICKHAM AVE, BLDG #5185 (FOR FT. CAMPBELL, KY)

MONTGOMERY COUNTY

DELIVERY DODAAC: W34GM7 BILLING DODAAC: W34GM7

ORDERING OFFICE: 502-798-7853

325-13 DIESEL FUEL #2 (DL2)

150,000 GL

TANK TRK/TRL (TTR), INTO

1/12,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY HOURS: 0730-1430

NOTE: CONTRACTOR ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE

WORKING DAY

325-131 DIESEL FUEL #2 (DL2)

100,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

1/5,000 GALLON TANK 1/4,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1430

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS FOLLOWED-UP BY HARD COPY WITHIN

ONE WORKING DAY

STATE OF TENNESSEE

325-28 GASOLINE, REG UNL (MUR)

650,000 GL

TANK TRK/TRL (TTR), INTO 1/19,400 GALLON TANK 1/12,000 GALLON TANK 1/10,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1430

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

MULTIPLE DROP

STATE OF TENNESSEE

325-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 210,000 GL

TANK WAGON (TW), W/PUMP & METER AND 125 FT OF HOSE INTO

6/30,000 GALLON TANKS

3/20,000 GALLON TANKS

2/15,000 GALLON TANKS 3/12,000 GALLON TANKS

3/10,000 GALLON TANKS

2/8,000 GALLON TANKS

5/6,000 GALLON TANKS

3/5,000 GALLON TANKS

8/3,000 GALLON TANKS

1/2,000 GALLON TANK

2/1,500 GALLON TANKS

5/1,000 GALLON TANKS

1/200 GALLON TANK

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1430

NOTE 1: CYCLE SYS REOS EA TANK TO BE FILLED TO CAP EVERY 5 WORKING DAYS ON A ROTATING BASIS.

START AT THE NORTH END AND END AT THE SOUTH END

THE POST. IN EMERGENCY SOME TANKS MAY REQ A 2ND FILL DURING 5 DAY INTERIM.

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY.

NOTE 3: INVOICES & DELIVERY TICKETS MUST BE ANNOTATED WITH SULFUR CONTENT FOR EACH SEPARATE LOAD OR DROP OF FUEL DELIVERED TO A SPECIFIC BUILDING OR TANK.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF TENNESSEE

325-462 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 30,000 GL

TANK TRK/TRL (TTR), W/PUMP & 50 FT OF HOSE INTO 1/50,000 GALLON TANK DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1430 NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY NOTE 2: INVOICES & DELIVERY TICKETS MUST BE ANNOTATED WITH SULFUR CONTENT FOR EACH SEPARATE LOAD OR DROP OF FUEL DELIVERED TO A SPECIFIC BUILDING OR TANK, REGARDLESS OF AMOUNT. THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF TENNESSEE

JACKSBORO

 ${\tt TN}\,,~{\tt ARMY}\,,~{\tt NG}\,,~{\tt MT}$ PARON ROAD, (FOR USPFO, ${\tt TN}\,)$

CAMPBELL COUNTY

DELIVERY DODAAC: W81C4X
BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

330-13 DIESEL FUEL #2 (DL2)

90,000 GL

TANK TRUCK (TT), W/PUMP INTO 5/5,000 GALLON TANKER(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED MULTIPLE DROP

JACKSON,

TN, ARMY, NG, OMS #13, AMERICAN DRIVE, (FOR USPFO, TN),

MADISON COUNTY

DELIVERY DODAAC: W38S8M BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

335-13 DIESEL FUEL #2 (DL2)

36,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

JOHNSON CITY,

TN, ARMY, NG, OMS $\sharp 1$, 2117 WEST MARKET STREET, (FOR USPFO, TN),

WASHINGTON COUNTY

DELIVERY DODAAC: W38TBV BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

338-13 DIESEL FUEL #2 (DL2)

30,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 70% ON HIGHWAY USE DELIVERY TICKET REQUIRED

KINGSPORT

TN, ARMY, HHT, 2/278TH ACR, HWY 11W, 4401 W. STONE DR.

SULLIVAN COUNTY

DELIVERY DODAAC: W80FEG BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

339-13 DIESEL FUEL #2 (DL2)

120,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

KNOXVILLE,

 ${\tt TN}, {\tt ARMY}, {\tt NG}, {\tt HHT} {\tt SPT} {\tt SQD}, {\tt 278TH} {\tt ACR}, {\tt 711} {\tt CONCORD} {\tt ST}, ({\tt FOR} {\tt USPFO}, {\tt TN}),$

KNOX COUNTY

DELIVERY DODAAC: W81C4W BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

340-13 DIESEL FUEL #2 (DL2)

60,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

KNOXVILLE,

TN, NAVY, USMC, 4TH CEB, 2101 ALCOA HWY,

KNOX COUNTY

DELIVERY DODAAC: M14400 BILLING DODAAC: M14400

ORDERING OFFICE: 423-546-1312

586-68 DIESEL FUEL #2, LOW SULF (LS2) 24,000 GL

TANK WAGON (TW), INTO 1/550 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

LAVINIA

 ${\tt TN}\,,~{\tt ARMY}\,,~{\tt NG}\,,~{\tt ARMORY}\,,~({\tt FOR}~{\tt USPFO}\,,~{\tt TN})\,,$

CARROLL COUNTY

DELIVERY DODAAC: W80098 BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

345-13 DIESEL FUEL #2 (DL2)

60,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

LEBANON,

TN, ARMY, NG, OMS #6, 237 S CUMBERLAND ST/ 604 WEST ADAMS (FOR USPFO, TN)

WILSON COUNTY

DELIVERY DODAAC: W38N16 BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

350-13 DIESEL FUEL #2 (DL2)

25,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

MARTIN,

 ${\tt TN}\,,~{\tt ARMY}\,,~{\tt NG}\,,~{\tt OMS}~\#11\,,~{\tt ARMORY}~{\tt AVENUE}\,,~({\tt FOR}~{\tt USPFO}\,,~{\tt TN})\,,$

WEAKLEY COUNTY

DELIVERY DODAAC: W38S8P
BILLING DODAAC: W38NCE
ORDERING OFFICE: 615-313-2658

355-13 DIESEL FUEL #2 (DL2)

28,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

MEMPHIS,

TN, ARMY, NG, OMS #15, 2610 E. HOLMES RD, (FOR USPFO TN),

SHELBY COUNTY

DELIVERY DODAAC: W38Q9R BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

357-13 DIESEL FUEL #2 (DL2)

60,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

MILLINGTON,

TN, NAVY, NAVAL AIR STATION, MEMPHIS,

SHELBY COUNTY

DELIVERY DODAAC: N00639 BILLING DODAAC: N00639

ORDERING OFFICE: 901-874-5271

588-19 GASOHOL, MID UNL (GUM)

252,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG S-376 ANTICIPATE 20% ON HIGHWAY USE MULTIPLE DROP

588-26 GASOLINE, MID UNL (MUM)

0 GL

TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG S-376 ANTICIPATE 20% ON HIGHWAY USE MULTIPLE DROP

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 588-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

588-68 DIESEL FUEL #2, LOW SULF (LS2)

126,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/150,000 GALLON TANK AT BLDG S-75 2/12,000 GALLON TANK AT BLDG H-100 1/10,000 GALLON TANK AT BLDG S-376 ANTICIPATE 10% ON HIGHWAY USE THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF TENNESSEE

NASHVILLE,

TN, ARMY, NG, OMS #9, SIDCO DR, (FOR USPFO, TN),

DAVIDSON COUNTY

DELIVERY DODAAC: W38TB2 BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

360-13 DIESEL FUEL #2 (DL2)

80,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

SMYRNA,

TN, ARMY, NG, OMS #16, BLDG 639, (FOR USPFO, TN),

RUTHERFORD COUNTY

DELIVERY DODAAC: W81FEK BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

368-13 DIESEL FUEL #2 (DL2)

116,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

TRENTON,

TN, ARMY, NG, OMS #12, NATIONAL GUARD ARMORY, ARMORY ST, (FOR USPFO, TN),

GIBSON COUNTY

DELIVERY DODAAC: W38Q8P BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

370-13 DIESEL FUEL #2 (DL2)

45,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) 3/2,500 GALLON TANKER TRUCK(S) ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED

TULLAHOMA

TN, ARMY, NG, HWY 55, OMSHOP #7

COFFEE COUNTY

DELIVERY DODAAC: W38TBO BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

372-13 DIESEL FUEL #2 (DL2)

120,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF TENNESSEE

UNION CITY

TN, ARMY, NG, 913TH ENGR. CO. - REELFOOT AVENUE

OBION COUNTY

DELIVERY DODAAC: W38GXG BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

374-13 DIESEL FUEL #2 (DL2)

50,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 3/2,500 GALLON HEMTT TANKER(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

WINCHESTER

TN, ARMY, NG, HHB, 1-115 FA BN, 313 WILTON CIRCLE

FRANKLIN COUNTY

DELIVERY DODAAC: W80C3K
BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

377-13 DIESEL FUEL #2 (DL2)

80,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 65% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

ARLINGTON,

VA, ARMY, FT MYER, BLDG 330, MOTOR POOL,

ARLINGTON COUNTY

DELIVERY DODAAC: W90YMK BILLING DODAAC: W73BF0

ORDERING OFFICE: 703-696-7014

390-08 RFG REGULAR UNLEADED (MRR)

212,500 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

SUBSTITUTE ORDERING DODAAC: W73REZ

390-13 DIESEL FUEL #2 (DL2)

211,600 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

SUBSTITUTE ORDERING DODAAC: W73REZ

390-46 FUEL OIL, BURNER #2 (FS2)

54,500 GL

TANK WAGON (TW), W/PUMP & METER INTO

2/2,500 GALLON TANKS 1/1,000 GALLON TANK

14/275 GALLON TANKS

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1500

MAX. SULFUR CONTENT 0.50 %

DELIVERY: SEPT - MAR

NOTE: DRIVER REPORT TO BLDG 307

MULTIPLE DROP

ESCORT REQUIRED

STATE OF VIRGINIA

ARLINGTON,

VA, ARMY, FT MYER, BLDG 330, MOTOR POOL, ARLINGTON COUNTY

DELIVERY DODAAC: W90YMK
BILLING DODAAC: W73BF0
ORDERING OFFICE: 703-696-7014

ORDERING OFFICE: 703 030 701

390-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

130,245 GL

TANK TRUCK (TT), W/50 FT OF HOSE INTO 3/35,000 GALLON TANKS AT BLDG 447
DELIVERY TICKET REQUIRED
DELIVERY TICKET TO STATE MAXIMUM SULFUR CONTENT ON

EACH DROP.

DELIVERY MAY BE REQUIRED 24 HRS A DAY
DELIVERY: YEAR ROUND
ESCORT REQUIRED
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL

ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

390-462 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 30,000 GL

TANK WAGON (TW), W/PUMP & METER AND 50 FT OF

HOSE INTO

1/10,000 GALLON TANK AT BLDG 313

DELIVERY TICKET REQUIRED

DELIVERY MAY BE REQUIRED 24 HRS A DAY

DELIVERY: SEP - MAR

NOTE: DRIVER REPORT TO BLDG 447 PRIOR TO

DELIVERY

ESCORT REQUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

ARLINGTON,

VA, ARMY, NATL DEF BLDG, GAR #1, 501 S 15TH STREET

ARLINGTON COUNTY

DELIVERY DODAAC: W73BFW BILLING DODAAC: W73BF0

ORDERING OFFICE: 703-696-7014

391-09 RFG PREMIUM UNLEADED (MPR)

264,117 GL

TANK WAGON (TW), INTO

1/20,000 GALLON

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1400

STATE OF VIRGINIA

BELLBLUFF,

VA, DOD, DEFENSE GENERAL SUPPLY CENTER, 10 MI S OF RICHMOND,

CHESTERFIELD COUNTY

DELIVERY DODAAC: SB0400 BILLING DODAAC : SB0400

ORDERING OFFICE: 804-279-3218

996-07 200,000 GL RFG MIDGRADE UNLEADED (MMR)

> TANK TRUCK (TT), INTO 1/12,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0700-1330

NOTE: WHEN TRUCK REACHES ENTRANCE GATE CALL 6226/3218 FOR INSTRUCTIONS & SEAL/PRODUCT INSPECTION

996-071 RFG MIDGRADE UNLEADED (MMR)

37,500 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK 2/1,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

996-13 DIESEL FUEL #2 (DL2)

200,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/10,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

* 996-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 975,000 GL

TANK WAGON (TW), INTO 2/15,000 GALLON TANKS 2/8,000 GALLON TANKS 3/6,000 GALLON TANKS 4/5,000 GALLON TANKS 1/4,000 GALLON TANK 2/2,000 GALLON TANKS 1/1,500 GALLON TANK 5/1,000 GALLON TANKS 4/550 GALLON TANKS 4/275 GALLON TANKS DELIVERY TICKET REQUIRED AUTOMATIC FILL

^{*}Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

* 996-52 FUEL OIL, BURNER #4 (FS4) MAXIMUM SULFUR CONTENT 1.7% 1,500,000 GL

TANK WAGON (TW), WITH 3/4 INCH ADAPTER INTO 2/20,000 GALLON TANKS 6/15,000 GALLON TANKS 2/8,000 GALLON TANKS 1/6,000 GALLON TANK 1/4,000 GALLON TANK DELIVERY TICKETS REQUIRED FOR EACH DROP NOTE: IAW VA STATE AIR PERMIT, DSCR IS REQUIRED BY LAW TO CERTIFY THAT #4 FUEL OIL CONTAINS NO MORE THAN 1.7% SULFUR CONTENT. CONTRACTOR MUST PROVIDE CERTIFICATION FOR EACH DELIVERY TO DSCR AT THE TIME OF DELIVERY.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

BRANDY,

VA, ARMY, TNG CTR D, 22MI S OF WARRENTON,

CULPEPER COUNTY

DELIVERY DODAAC: W81X4L BILLING DODAAC: W81X4L

ORDERING OFFICE: 540-347-8272

406-46 FUEL OIL, BURNER #2 (FS2) 41,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/METER INTO

1/6,000 GALLON TANK

1/3,000 GALLON TANK

1/2,000 GALLON TANK

1/1,000 GALLON TANK

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

SECURITY CLEARANCE REQUIRED

CAMP PEARY,

VA, NAVY, ARMED FORCES EXPER TRAINING ACTIVITY, 2 MILES NE OF

WILLIAMSBURG,

YORK COUNTY

DELIVERY DODAAC: N63063 BILLING DODAAC: N63063

ORDERING OFFICE : 804-221-8623 ALT ORDERING OFFICE: 804-221-8624

612-08 RFG REGULAR UNLEADED (MRR) 289,150 GL

TANK TRUCK (TT), INTO

1/15,000 GALLON TANK AT BLDG 1601

1/1,000 GALLON TANK

1/275 GALLON TANK

ANTICIPATE 60% ON HIGHWAY USE

LOADING RACK METERED DELIVERY TICKET REQUIRED

DELIVERY TICKET REQUIRED FOR EACH TANK.

MULTIPLE DROP

STATE OF VIRGINIA

* 612-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 300,000 GL

TANK WAGON (TW), WITH 125 FOOT OF HOSE INTO 4/8,000 GALLON TANKS, FUEL OIL FOR THESE TANKS IS A NATURAL GAS BACK-UP; HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

2/6,000 GALLON TANKS

2/2,500 GALLON TANKS

1/2,000 GALLON TANK

3/1,000 GALLON TANKS

1/800 GALLON TANK

1/600 GALLON TANK

5/500 GALLON TANKS

2/400 GALLON TANKS

1/350 GALLON TANK

1/150 GALLON TANK

1/135 GALLON TANK

1/110 GALLON TANK

METERED DELIVERY TICKET REQUIRED

DELIVERY TICKET REQUIRED FOR EACH TANK.

NOTE: A CERTIFICATION FROM THE FUEL SUPPLIER MUST

ACCOMPANY EACH DELIVERY TICKET WHICH WILL INCLUDE THE FOLLOWING:

A. NAME OF THE FUEL SUPPLIER

B. DATE ON WHICH OIL WAS RECEIVED

C. VOLUME OF DISTILLATE OIL DELIVERED

D. STATEMENT: "THIS OIL COMPLIES WITH THE

SPECIFICATIONS FOR FUEL OIL #2 AS DEFINED BY THE NATIONAL STNDRD ASTM D 396 (LATEST REVISION)"

E. THE SULFUR CONTENT OF THE OIL

AUTOMATIC FILL

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

ITEM ESTIMATED QUANTITY UI

STATE OF VIRGINIA

612-68 DIESEL FUEL #2, LOW SULF (LS2)

156,900 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK AT BLDG 1601 ANTICIPATE 10% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

CHESAPEAKE,

VA, NAVY, NAVAL SECURITY GROUP ACTIVITY ON BALLAHACK RD, 1320 NORTHWEST BLVD STE 100, CODE 30P APPROX 3 MI W OF RT 168 INDEPENDENT CITY

DELIVERY DODAAC: N63891 BILLING DODAAC: N63891

ORDERING OFFICE: 804-421-8277, 8774, 8775, 8776

614-83 DIESEL FUEL #2, (DYED) (DLS)

600,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK TRUCK (TT), W/100 FT HOSE INTO

2/15,000 GALLON TANKS

1/12,000 GALLON TANK AT BLDG 41

1/10,000 GALLON TANK AT BLDG 2

ANTICIPATE 0% ON HIGHWAY USE

LOADING RACK METERED DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1200 MULTIPLE DROPS POSSIBLE

NOTE: A CERTIFICATION FROM FUEL SUPPLIER REQD

FOR

EACH SHIPMENT TO INCLUDE:

- A. NAME OF FUEL SUPPLIER
- B. DATE OF DELIVERY
- C. VOLUME OF FUEL DELIVERED IN SHIPMENT
- D. SULFUR CONTENT OF THE FUEL DELIVERED

STATE OF VIRGINIA

614-831 DIESEL FUEL #2, (DYED) (DLS)
MAX. SULFUR CONTENT 0.05 %

350,000 GL

TANK WAGON (TW), W/150 FT HOSE INTO 1/8,000 GALLON TANK AT BLDG 352

5/4,000 GALLON TANKS AT BLDGS 15, 41, 352, 366 AND

344

1/3,000 GALLON TANK AT BLDG 240

3/2,500 GALLON TANKS AT BLDGS 351, 360 AND 390

1/2,000 GALLON TANK AT BLDG 348

1/1,500 GALLON TANK AT BLDGS 41

4/1,000 GALLON TANKS AT BLDGS 238, 241, 383, & 361

2/500 GALLON TANKS AT BLDGS 41 & 342

1/275 GALLON TANK AT BLDGS 268

ANTICIPATE 0% ON HIGHWAY USE

LOADING RACK METERED DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1200

NOTE: CERTIFICATION FROM FUEL SUPPLIER REQD FOR

EACH SHIPMENT TO INCLUDE:

A. NAME OF FUEL SUPPLIER

B. DATE OF DELIVERY

C. VOLUME OF FUEL DELIVERED IN SHIPMENT

D. SULFUR CONTENT OF THE FUEL DELIVERED

MULTIPLE DROPS POSSIBLE

STATE OF VIRGINIA

DAHLGREN,

VA, NAVY, NAV SURF WARFARE CTR, APPROX 35 MI FR FREDERICKSBURG, VIA

RT 3 EAST, #301 NORTH

KING GEORGE COUNTY

DELIVERY DODAAC: N00178
BILLING DODAAC: N00178

ORDERING OFFICE: 540-653-8251

620-27 GASOLINE, PREM UNL (MUP)

370,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK 1/8,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1300

MULTIPLE DROP

* 620-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0 DEG F

1,800,000 GL

TANK WAGON (TW), W/150 FT HOSE INTO

1/15,000 GALLON TANK

2/10,000 GALLON TANKS

3/6,000 GALLON TANKS

2/5,000 GALLON TANKS

5/4,000 GALLON TANK

1/3,500 GALLON TANK

7/3,000 GALLON TANKS

3/2,500 GALLON TANKS

11/2,000 GALLON TANKS 2/1,500 GALLON TANKS

27/1,000 GALLON TANK

116/550 GALLON TANKS

4/500 GALLON TANKS

1/290 GALLON TANK

14/275 GALLON TANKS

DELIVERY TICKETS REQUIRED FOR EACH DROP

AUTOMATIC FILL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

620-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

675,000 GL

TANK TRUCK (TT), INTO 1/20,000 GALLON TANK 1/12,000 GALLON TANK 3/8,000 GALLON TANKS DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1300

DELIVERY TEMP CONVERTED & PRINTED ON TICKETS

MULTIPLE DROP

620-68 DIESEL FUEL #2, LOW SULF (LS2)

245,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/12,000 GALLON TANK 1/10,000 GALLON TANK 1/8,000 GALLON TANK

2/3,000 GALLON TANK AT BLDG 1200 ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0730-1300

STATE OF VIRGINIA

FORT PICKETT

VA, ARMY, NG, MANEUVER TRNG CTR (FOR USPFO VA)

NOTTAWAY COUNTY

DELIVERY DODAAC: W90MH2
BILLING DODAAC: W26L8F

ORDERING OFFICE: 804-367-6688

404-13 DIESEL FUEL #2 (DL2)

1,237,500 GL

TANK TRUCK (TT), W/PUMP INTO

5/20,000 GALLON TANKS

2/15,000 GALLON TANKS

ANTICIPATE 18% ON HIGHWAY USE

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0800-1100

1300-1500

NOTE: DRIVER REPORT TO BLDG T-307 PRIOR TO

DELIVERY

MULTIPLE DROP

404-28 GASOLINE, REG UNL (MUR)

55,545 GL

TANK TRUCK (TT), INTO

1/20,000 GALLON TANK

2/15,000 GALLON TANKS

2/10,000 GALLON TANKS

ANTICIPATE 23% ON HIGHWAY USE

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0800-1100

1300-1500

NOTE: DRIVER REPORT TO BLDG T-307 PRIOR TO

DELIVERY

STATE OF VIRGINIA

404-47 KEROSENE # 1 (KS1)

46,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 30/275 GALLON TANKS 2/55 GALLON DRUM(S) 2 DELIVERY TICKETS REQUIRED AUTOMATIC FILL

FORT PICKETT (MATESON FORT PICKETT)

VA, ARMY, MATES BLDG 134, FORT PICKETT, VA 23824 (FOR USPFO VA)

NOTTAWAY COUNTY

DELIVERY DODAAC: W26L8J BILLING DODAAC: W26L8F

ORDERING OFFICE: 804-298-6293

443-13 DIESEL FUEL #2 (DL2)

98,000 GL

TANK TRUCK (TT), INTO 2/8,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE

QUANTITY UI

ITEM ESTIMATED

STATE OF VIRGINIA

FREDERICKSBURG,

NUMBER

VA, ARMY, FT A. P. HILL, 22 MI S OF FREDERICKSBURG

CAROLINE COUNTY

DELIVERY DODAAC: W813J2 BILLING DODAAC: W813J2

ORDERING OFFICE: 804-633-8319

422-13 DIESEL FUEL #2 (DL2) 375,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

6/10,000 GALLON TANKS 2/8,000 GALLON TANKS 1/5,000 GALLON TANK

2/2,000 GALLON TANK TRUCK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY

422-131 DIESEL FUEL #2 (DL2) 500,000 GL

TANK TRUCK (TT), W/PUMP INTO

5/25,000 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 50% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY

MULTIPLE DROP

422-28 GASOLINE, REG UNL (MUR) 250,000 GL

TANK TRUCK (TT), W/PUMP INTO

1/25,000 GALLON TANK

ANTICIPATE 75% ON HIGHWAY USE

DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY

STATE OF VIRGINIA

* 422-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 1,200,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

1/10,000 GALLON TANK

1/8,000 GALLON TANK

3/6,000 GALLON TANKS

8/4,000 GALLON TANKS

1/3,000 GALLON TANK

27/1,500 GALLON TANKS

4/1,000 GALLON TANKS

16/550 GALLON TANKS

4/500 GALLON TANKS

50/275 GALLON TANKS

1/250 GALLON TANK

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY

AUTOMATIC FILL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

FT BELVOIR,

VA, ARMY, 10 MI S OF ALEXANDRIA,

FAIRFAX COUNTY

DELIVERY DODAAC: W26VZG BILLING DODAAC: W26VZG

ORDERING OFFICE: 703-805-2811

426-08 RFG REGULAR UNLEADED (MRR)

330,000 GL

TANK TRK/TRL (TTR), INTO

1/30,000 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0730-1500

ITEM NUMBER		ESTIMATED QUANTITY	
	STATE OF VIRGINIA		
426-12	DIESEL FUEL #1 (DL1)	120,000	GL
	TANK TRK/TRL (TTR), INTO 1/30,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 DELIVERY: OCT - MAR		
426-13	DIESEL FUEL #2 (DL2)	330,000	GL
	TANK TRK/TRL (TTR), INTO 1/30,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 DELIVERY: APR - SEP		

STATE OF VIRGINIA

FT BELVOIR, VA, ARMY FAIRFAX COUNTY

> DELIVERY DODAAC: W26AAE BILLING DODAAC: W26AAE

ORDERING OFFICE: 703-805-3296

* 427-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

2,000,000 GL

TANK WAGON (TW), W/125 FT HOSE INTO

1/25,000 GALLON BELOW GROUND TANK

1/8,000 GALLON BELOW GROUND TANK

5/5,000 GALLON BELOW GROUND TANK

6/4,000 GALLON BELOW GROUND TANK

3/3,000 GALLON BELOW GROUND TANK

22/2,200 GALLON BELOW GROUND TANK

8/2,000 GALLON BELOW GROUND TANK

2/1,500 GALLON BELOW GROUND TANK

60/1,000 GALLON BELOW GROUND TANK

21/550 GALLON ABOVE GROUND TANK(S)

2/500 GALLON ABOVE GROUND TANK(S)

102/275 GALLON BELOW GROUND TANK (IN BASEMENTS)

DELIVERY HOURS: 0715-1115 MONDAY TO FRIDAY

ONLY) 0715-1115 WEEKENDS 1200-1900 WEEKENDS

(MON-FRI DELIVERIES WITH PRIOR AUTHORIZATION

(WEEKEND DELIVERIES REQD DURING SEVERE WEATHER)
2 COPIES OF DELIVERY TICKETS REQD FOR EACH DROP
ESCORT REQUIRED FOR ALL DELIVERIES

NOTE 1: TRUCKS REPORT TO BLDG 1419, 9460 JACKSON LOOP PRIOR TO DELIVERY

1200-1600 MONDAY TO FRIDAY

NOTE 2: FUEL DELIVERY TRUCKS MUST BE REGISTERED WITH THE FT BELVOIR PROVOST MARSHALL'S OFFICE, BLDG 1131

NOTE 3: CONTRACTOR SHALL FURNISH SCHEDULE OF NEXT

BUSINESS DAY'S DELIVERY TO BLDG 1419 NO LATER THAN

1200 HRS THE DAY PRIOR TO ACTUAL DELIVERY

NOTE 4: DELIVERY TICKETS SHOULD BE BROUGHT TO

BLDG 1419 EACH DAY

NOTE 5: TANKS SHALL NOT BE FILLED OVER 90% CAPACITY

NOTE 6: ALL BELOW GROUND TANKS W/A CAPACITY OF 1,000 GAL OR GREATER SHALL BE FILLED WITH THE USE

ITEM NUMBER ESTIMATED QUANTITY UI

STATE OF VIRGINIA

OF A WHISTLE STICK SUPPLIED BY THE CONTRACTOR NOTE 7: EACH TRUCK SHALL HAVE A 50LB BAG OF OIL ABSORBENT OR OIL SPILL RESPONSE KIT W/HYDROPHOBIC ABSORBENT PADS, AN EMPTY 5 GAL BUCKET, AND A LARGE QUANTITY OF RAGS. FUEL CONTRACTOR SHALL REPORT ANY OIL SPILLS TO 703-806-6911. FUEL CONTRACTOR MUST NOTIFY DPW'S ENVRMNTL OFFICE AT 703-806-4007

NOTE 8: EACH TANK SHALL BE PHYSICALLY MEASURED AT

LEAST EVERY 21 DAYS TO DETERMINE IF TANK HAS A 30%

CAPACITY.

NOTE 9: FUEL CONSUMPTION REPORT REQUIRED. PROCEDURES: CONTRACTOR SHALL KEEP AN ACCURATE RECORD FOR EACH TANK. THE AUTOFILL DAYS, THE OTYS

DELIVERED AND DATE OF THESE RECORDS SHALL BE FURNISHED TO THE ORDERING OFFICER ON A QUARTERLY BASIS. (E.G. THE FIRST OF SUCH REPORTS SHALL INCLUDE DATA FROM MONTHS OCT-DEC AND BE SUBMITTED BY 31 JAN) THE LAST QUARTERLY REPORT SHALL INCLUDE A SUMMARY OF DATES FOR THE ENTIRE CONTRACT

PERIOD AND BE SUBMITTED WITHIN 30 DAYS AFTER THE END OF THE ORDERING PERIOD AUTOMATIC FILL

^{*}Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

427-461 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

400,000 GL

TANK TRUCK (TT), W/PUMP AND 16 FT HOSE INTO 11/25,000 GALLON BELOW GROUND TANK

DELIVERY HOURS: 0715-1115 MONDAY TO FRIDAY

1200-1600 MONDAY TO FRIDAY

0715-1115 WEEKENDS 1200-1900 WEEKENDS

(ALL DELIVERIES NEED PRIOR AUTHORIZATION)
(WEEKEND DELIVERIES REQD DURING SEVERE WEATHER)
ESCORT REQUIRED FOR ALL DELIVERIES

2 COPIES OF DELIVERY TICKETS REQD FOR EACH DROP NOTE 1: TRUCK REPORT TO BLDG 1419, 9460 JACKSON

NOTE 1: TRUCK REPORT TO BLDG 1419, 9460 JACKSON LOOP PRIOR TO DELIVERY

NOTE 2: FUEL DELIVERY TRUCKS MUST BE REGISTERED WITH FT BELVOIR PROVOST MARSHALL'S OFFICE, BLDG 1131

NOTE 3: DELIVERY TICKETS SHOULD BE PRESENTED TO BLDG 1419 EACH DAY

NOTE 4: ALL TANKS SHALL BE FILLED WITH THE USE OF

A WHISTLE STICK. TANKS SHALL NOT BE FILLED OVER 90% CAPACITY.

NOTE 5: EACH TRUCK SHALL HAVE A 50 POUND BAG OF OIL ABSORBENT OR AN OIL SPILL RESPONSE KIT WITH HYDROPHOBIC ABSORBENT PADS, AN EMPTY 5 GAL BUCKET,

& A LARGE QNTY OF RAGS ON HAND. FUEL CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY OIL SPILLS BY CALLING 703-806-6911. FUEL CONTRACTOR MUST ALSO

NOTIFY DPW'S ENVIRONMENTAL OFFICE AT 703-806-4007.

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

427-55 FUEL OIL, BURNER #6 (FS6) MAX. SULFUR CONTENT 1.00 % 4,000,000 GL

TANK TRUCK (TT), INTO 6/32,000 GALLON TANKS

DELIVERY HOURS: 0715-1115 1200-1600

NOTE: TRUCKS REPORT TO BLDG 1420 PRIOR TO

DELIVERY

FT BELVOIR,

VA, ARMY, HUMPHREYS ENGRRES CTR,

FAIRFAX CO.

DELIVERY DODAAC: 963336 BILLING DODAAC : 963336

ORDERING OFFICE: 703-355-2550

432-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 210,000 GL

TANK WAGON (TW), INTO 5/5,000 GALLON TANKS

1/2,500 GALLON TANK 4/550 GALLON TANKS

DELIVERY TICKET REQUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

FT EUSTIS,

 $\ensuremath{\text{VA}}\xspace$, $\ensuremath{\text{ARMY}}\xspace$, $\ensuremath{\text{TRANS}}\xspace$ AND SVCDIV, LEE HALL,

INDEPENDENT CITY OF NEWPORT NEWS

DELIVERY DODAAC: W26ULK BILLING DODAAC: W26ULK

ORDERING OFFICE: 804-878-3100

417-08 RFG REGULAR UNLEADED (MRR)

125,000 GL

TANK WAGON (TW), W/PUMP & METER AND 40' HOSE INTO 1/6,000 GALLON TANK AT BLDG 2734

ANTICIPATE 50% ON HIGHWAY USE

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1500

NOTE 1: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED BY WRITTEN ORDERS WITHIN ONE WORKING

DAY

NOTE 2: EACH TRUCK SHALL HAVE A FUEL DRIP PAN &

50 LB BAG (MIN) OF OIL ABSORBENT

NOTE 3: OIL SPILLS/DEFECTIVE TANKS SHALL BE

REPORTED TO 804-878-0336/3804/3395

NOTE 4: REQUIRE ANNUAL METER CERTIFICATION

CERTIFICATE

STATE OF VIRGINIA

FT EUSTIS,

VA, ARMY, DFAE SUP,

INDEPENDENT CITY OF NEWPORT NEWS

DELIVERY DODAAC: W26ULK
BILLING DODAAC: W26ULK

ORDERING OFFICE: 804-878-3805

419-13 DIESEL FUEL #2 (DL2)

150,000 GL

TANK WAGON (TW), W/PUMP & METER AND 40' HOSE INTO 1/6,000 GALLON TANK AT BLDG 2734 ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

2 COPIES DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1545

NOTE 1: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED BY WRITTEN ORDERS WITHIN 1 WORKING DAY

NOTE 2: EACH DELIVERY TRUCK SHALL HAVE A FUEL 50

LB BAG (MIN) OF OIL ABSORBENT

NOTE 3: OIL SPILLS/DEFECTIVE TANKS SHALL BE

REPORTED TO 804-878-0336/3804/3395

NOTE 4: REQUIRE ANNUAL METER CERTIFICATION

CERTIFICATE

STATE OF VIRGINIA

419-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

650,000 GL

TANK TRUCK (TT), W/40 FT HOSE & CERTIFIED CAPACITY

TABLES INTO

3/25,000 GALLON TANKS

9/20,000 GALLON TANKS

2/15,000 GALLON TANKS

1/12,000 GALLON TANK

1/10,000 GALLON TANK

2/7,500 GALLON TANKS

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1500

(INCLUDES CHECK-OUT AT BLDG 2734); EXCEPTIONAL DELIVERY (DURING PEAK DELIVERY SEASON) WILL BE 24 HRS A DAY, 7 DAYS A WEEK.

NOTE 1: DRIVER REPORT TO BLDG 2734 (FT EUSTIS) PRIOR TO & AFTER DELIVERIES

NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED BY WRITTEN ORDERS WITHIN 1 WORK DAY

NOTE 3: EACH DELIVERY TRUCK SHALL HAVE FUEL DRIP

PAN & 50 LB MINIMUM BAG OF OIL ABSORBENT

NOTE 4: OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE PROBLEMS SHALL BE REPORTED TO

804-878-0336/3804/3395

NOTE 5: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH DELIVERY TICKET AND INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE ON WHICH OIL WAS RECEIVED
- C. VOLUME OF OIL DELIVERED IN SHIPMENT
- D. STMNT THAT THE FUEL COMPLIES WITH ASTM SPEC D396 (LATEST REVISION) FOR #2 FUEL OIL
- E. SULFUR CONTENT OF THE FUEL

MULTIPLE DROP

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

* 419-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %

CERTIFICATE
AUTOMATIC FILL

732,000 GL

TANK WAGON (TW), WI/PUMP & METER, 40 FT HOSE, 1-1/2 INCH DIAMETER 1-2 FOOT EXTENDED NOZZLE AND AIR ELIMINATOR VALVE INTO 1/6,000 GALLON TANK 2/3,550 GALLON TANKS 2/3,500 GALLON TANKS 2/3,000 GALLON TANKS 6/2,000 GALLON TANKS 102/1,000 GALLON TANKS 3/825 GALLON TANKS 38/550 GALLON TANKS 27/500 GALLON TANKS 1/400 GALLON TANK 11/275 GALLON TANKS 1/230 GALLON TANK 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY DELIVERY HOURS INCLUDE CHECK-IN & CHECK-OUT TIMES NOTE 1: DRIVER REPORT TO BLDG 1610 (FT EUSTIS) DELIVERIES, DRIVER REPORT TO BLDG 1407 PRIOR TO & AFTER DUTY HOUR DELIVERIES) NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY NOTE 3: EACH DELIVERY TRUCK SHALL HAVE FUEL OIL ABSORBENT OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE PROBLEMS SHALL BE REPORTED TO 804-878-0336/3804/3395

NOTE 4: REQUIRE ANNUAL METER CERTIFICATION

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF VIRGINIA

FT LEE

VA, ARMY, 5 MI NE OF PETERSBURG,

PRINCE GEORGE COUNTY

DELIVERY DODAAC: W26LFB
BILLING DODAAC: W26LFB

ORDERING OFFICE: 804-734-3976

436-13 DIESEL FUEL #2 (DL2)

250,000 GL

TANK TRK/TRL (TTR), INTO 1/20,000 GALLON TANK 2/10,000 GALLON TANKS

ANTICIPATE 1% ON HIGHWAY USE 2 DELIVERY TICKETS REQUIRED

436-28 GASOLINE, REG UNL (MUR)

540,000 GL

TANK TRK/TRL (TTR), INTO 2/10,000 GALLON TANKS ANTICIPATE 33% ON HIGHWAY USE

ANTICIPATE 33% ON HIGHWAY USI 2 DELIVERY TICKETS REQUIRED

* 436-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.30 % 100,000 GL

TANK WAGON (TW), W/PUMP & METER INTO

3/550 GALLON TANKS

2/500 GALLON TANKS

18/275 GALLON TANKS

2 METERED DELIVERY TICKETS REQUIRED

NOTE: REQUEST DRIVER REPORT TO BLDG 7114 PRIOR

TO

AND AFTER DELIVERIES; AFTER DUTY HRS & HOLIDAYS,

DRIVER REPORT TO BLDG 6206

AUTOMATIC FILL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

* 436-47 KEROSENE # 1 (KS1)

20,000 GL

TANK WAGON (TW), INTO
9/275 GALLON TANKS
2 METERED DELIVERY TICKETS REQUIRED
DELIVERY HOURS: 0700-1500
NO DELIVERIES BETWEEN 1200 - 1230
NOTE: REQUEST DRIVER TO REPORT TO BLDG T-7114
FOR
IN-CHECKING.
AUTOMATIC FILL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

FT MONROE, VA, ARMY

INDEPENDENT CITY OF HAMPTON
DELIVERY DODAAC: W26DHW
BILLING DODAAC: W26DHW

ORDERING OFFICE: 757-727-2401

440-46 FUEL OIL, BURNER #2 (FS2) 180,000 GL

MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP & METER AND NOZZLE NOT TO

EXCEED ONE INCH INTO

1/10,000 GALLON TANK

1/5,000 GALLON TANKS

1/3,000 GALLON TANK

1/2,000 GALLON TANK

1/1,700 GALLON TANK

7/1,000 GALLON TANKS

11/550 GALLON TANKS

4/275 GALLON TANKS

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

FT MYER,

VA, ARMY, ARLINGTON NATL CEMETERY,

ARLINGTON COUNTY

DELIVERY DODAAC: W81XLC BILLING DODAAC: W73BF0

ORDERING OFFICE: 703-695-3166

442-08 RFG REGULAR UNLEADED (MRR) 84,300 GL

TANK WAGON (TW), W/METER INTO 1/10,000 GALLON TANK AT BLDG 117 A

ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0930-1430

STATE OF VIRGINIA

442-13 DIESEL FUEL #2 (DL2)

36,474 GL

TANK WAGON (TW), W/METER INTO 1/3,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0930-1430

NOTE: DRIVER REPORT TO BLDG 117A PRIOR TO

DELIVERIES

STATE OF VIRGINIA

FT STORY,

VA, ARMY, (FOR FT EUSTIS),

INDEPENDENT CITY OF VIRGINIA BEACH

DELIVERY DODAAC: W26ULK BILLING DODAAC: W26ULK

ORDERING OFFICE: 804-878-3100

444-08 RFG REGULAR UNLEADED (MRR)

80,000 GL

TANK TRK/TRL (TTR), W/30 FT HOSE & CERTIFIED CAPACITY TABLES INTO

1/15,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1400

(DELIVERY HRS INCLUDE CHECK-OUT AT BLDG 931)

NOTE 1: DRIVER SHALL REPORT TO BLDG 931 (FT

STORY) PRIOR TO & AFTER DELIVERIES

NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO

BE FOLLOWED BY WRITTEN ORDER WITHIN 1 WORK DAY

NOTE 3: EACH DELIVERY TRUCK WILL HAVE FUEL DRIP

PAN & 50 LB MINIMUM BAG OF OIL ABSORBENT

NOTE 4: OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE PROBLEMS SHALL BE REPORTED TO 804-878-0336/3804

OR

422-7518

STATE OF VIRGINIA

* 444-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %

CERTIFICATE
AUTOMATIC FILL

815,000 GL

TANK WAGON (TW), W/PUMP & METER, 15 FT HOSE, 1-1/2" DIAMETER 1-2 FT EXTENDED NOZZLE, & AIR ELIMINATOR VALVE INTO 1/4,000 GALLON TANK 2/2,000 GALLON TANKS 91/1,000 GALLON TANKS 79/550 GALLON TANKS 4/500 GALLON TANK 2/300 GALLON TANKS 3/285 GALLON TANKS 11/275 GALLON TANKS 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY (DELIVERY HRS INCLUDE CHECK-IN AND OUT TIMES) NOTE 1: DURING PEAK DELIVERY SEASON, DELIVERIES MAY BE REQD 24 HRS/DAY, 7 DAYS A WEEK NOTE 2: DRIVER SHALL REPORT TO BLDG 931 (FT STORY) PRIOR TO & AFTER EACH DELIVERY NOTE 3: OUTAGES REPORTED AT ANY TIME/DAY, REQ VENDOR RESPONSE WITHIN 3 HRS TO REFILL EMPTY RESPONSE DURING NON-ROUTINE HRS/WEEKENDS WILL REQ DRIVER TO REPORT TO & CHECK-OUT AT FT STORY FIRE DEPT, BLDG 700 (757-422-7456) NOTE 4: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY NOTE 5: EACH DELIVERY TRUCK SHALL HAVE OIL ABSORBENT. OIL SPILLS/DEFECTIVE TANKS/DELIVERY PROBLEMS SHALL BE REPORTED TO 757-425-8862/422-7818/878-3804 NOTE 6: DRIVER REPORT TO FIRE STATION, BLDG 700 AFETR CHECK-IN AT BLDG 931 FOR DELIVERIES TO SECURE AREAS NOTE 7: REQUIRE ANNUAL METER CERTIFICATION

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF VIRGINIA

444-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %

144,600 GL

TANK TRUCK (TT), W/40 FT HOSE & CERTIFIED CAPACITY TABLES INTO 1/25,000 GALLON TANK 2/10,000 GALLON TANKS 2 DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0730-1500 MONDAY TO FRIDAY (DELIVERY HRS INCLUDE CHECK-IN AND OUT TIMES) EXCEPT DELIVERY W/PRIOR APPROVAL BY DPW (FT STORY), 422-7344; DURING PEAK DELIVERY SEASON, DELIVERIES MAY BE 24 HRS/DAY, 7DAYS/WEEK NOTE 1: DRIVER SHALL REPORT TO BLDG 931 (FT STORY) PRIOR TO & AFTER EACH DELIVERY NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY NOTE 3: EACH DELIVRY TRUCK SHALL HAVE FUEL DROP PAN & 50 LB BAG OF OIL ABSORBENT. OIL SPILLS/DEFECTIVE TANKS/DELIVRY PROBLEMS SHALL BE REPORTED TO 757-425-8862/422- 7818/878-3804 MULTIPLE DROP THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL

OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

STATE OF VIRGINIA

GALAX

VA, ARMY, PFC CURTIS B SCHOOLEY USARC, 125 ARMORY RD (FOR FT DIX)

GRAYSON COUNTY

DELIVERY DODAAC: W26AHD
BILLING DODAAC: W80PV6
ORDERING OFFICE: 609-562-3515

446-46 FUEL OIL, BURNER #2 (FS2) 37,500 GL

MAX SULFUR 0.3%

TANK WAGON (TW), W/PUMP AND METER INTO 1/6,000 GALLON TANK 1/1,000 GALLON TANK 1/400 GALLON TANK METERED TICKETS REQUIRED FOR EACH TANK.

NOTE: AFTER PURCHASE ORDER IS SIGNED, ORDERS

WILL

BE PLACED WITH THE CONTRACTOR TELEPHONICALLY.

GATE CITY,

VA, ARMY, NG, ARMORY, HHD 1030TH ENGR BN, BEACH STREET, (FOR USPFO VA)

SCOTT COUNTY

DELIVERY DODAAC: W26L79
BILLING DODAAC: W26L8F
ORDERING OFFICE: 804-775-9205

448-13 DIESEL FUEL #2 (DL2)

52,125 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/5,000 GALLON TANK TRUCK ANTICIPATE 50% ON HIGHWAY USE

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

LYNCHBURG

VA, NAVY, INSPECTOR-INSTRUCTOR STAFF CO. C, 4TH COMBAT ENG. BAT

INDEPENDENT CITY

DELIVERY DODAAC: M14405 BILLING DODAAC : M68479 ORDERING OFFICE: 804-239-1719

66,000 GL 650-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO

1/5,000 GALLON TANK BEHIND THE BLDG

DELIVERY TICKET REQUIRED

NORFOLK

VA, NAVY, LAFAYETTE RIVER BRANCH CLINIC, OFF HAMPTON BLVD AT THE FRONT OF THE HAMPTON BLVD BRIDGE

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC : N00187

ORDERING OFFICE: 757-444-6979

670-46 FUEL OIL, BURNER #2 (FS2) 300,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO

2/10,000 GALLON BELOW GROUND TANK

DELIVERY HOURS: 0700-1500 MONDAY TO FRIDAY DELIVERY MAY BE REQD 24 HRS/DAY FROM OCT - MAY

LOADING RACK METERED TICKETS REQUIRED

DELIVERY MAY BE REQD WITHIN 24 HRS AFTER ORDER IS

PLACED

STATE OF VIRGINIA

NORFOLK

VA, NAVY, NB, BLDG M-51 AT POCOHONTAS & MOFFETT STS

INDEPENDENT CITY

DELIVERY DODAAC: N70272 BILLING DODAAC: N70272

ORDERING OFFICE: 757-444-7175/8037

672-68 DIESEL FUEL #2, LOW SULF (LS2)

10,500 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 2/4,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NORFOLK

VA, NAVY, PWC, LITTLE CREEK AMPHIB BASE, GATE #3, BLDG. NAB-775

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-464-7070

680-68 DIESEL FUEL #2, LOW SULF (LS2) 110,000 GL

TANK WAGON (TW), INTO

1/4,200 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 0% ON HIGHWAY USE 2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0700-1530 MONDAY TO FRIDAY

NOTE: CETANE # MUST BE 50 MIN

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, NAVAL AMPHIBIOUS BASE, LITTLE CREEK

INDEPENDENT CITY

DELIVERY DODAAC: N61414 BILLING DODAAC: N61414

ORDERING OFFICE: 757-462-7514

654-07 RFG MIDGRADE UNLEADED (MMR) 800,000 GL

TANK TRUCK (TT), INTO 1/60,000 GALLON TANK 1/30,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

654-68 DIESEL FUEL #2, LOW SULF (LS2) 550,000 GL

TANK TRUCK (TT), W/PUMP INTO 2/5,000 GALLON TANKS
ANTICIPATE 45% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, PWC, AT NAS STA LF-18

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-7943

656-08 RFG REGULAR UNLEADED (MRR)

540,000 GL

TANK WAGON (TW), W/QUICK DISCONNECT INTO

1/2,000 GALLON TANKER TRUCK(S) (BOTTOM LOADING)

1/1,000 GALLON TANKER TRUCK(S) (BOTTOM LOADING)

1/100 GALLON TANK

1/500 GALLON TANK

1/300 GALLON TANK

1/500 GALLON TANK

1/500 GALLON TANK

1/500 GALLON TANK

1/2,000 GALLON TANK

1/500 GALLON TANK

1/275 GALLON ABOVE GROUND TANK(S)

1/250 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 15% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0630-1430

MAY BE REQUIRED ON A DAILY BASIS

NOTE 1: EMERGENCY ORDERS TO BE PLACED BY

ATTENDENT AFTER NOTIFICATION BY ORDERING OFFICER

NOTE 2: VERBAL ORDERS TO BE ACCEPTED BY

CONTRACTOR WITH 24 HOURS NOTICE; DD1155 TO FOLLOW

WITHIN 2 WORKING DAYS

STATE OF VIRGINIA

656-46 FUEL OIL, BURNER #2 (FS2)

55,000 GL

TANK WAGON (TW), INTO 2/5,000 GALLON TANKS 5/1,000 GALLON TANKS 2/500 GALLON TANKS 1/250 GALLON TANK AUTOMATIC FILL

656-68 DIESEL FUEL #2, LOW SULF (LS2)

1,937,000 GL

TANK WAGON (TW), INTO 4/6,000 GALLON TANKS 2/2,000 GALLON TANKS 3/1,000 GALLON TANKS 13/500 GALLON TANKS

14/450 GALLON TANKS

1/350 GALLON TANK

1/300 GALLON TANK

2/275 GALLON TANKS

7/250 GALLON TANKS

3/200 GALLON TANKS

4/100 GALLON TANKS

2/5,000 GALLON TANKER(S)

4/2,000 GALLON TANK TRUCK 1/50 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 69% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, NAS, INSIDE GATE 10 ON THE RIGHT, BLDG $\ensuremath{\mathtt{SP-85}}$

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-4815

658-46 FUEL OIL, BURNER #2 (FS2) 2,000,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO 1/145,000 GALLON TANK

DELIVERY HOURS: 0700-1500 MONDAY THRU SATURDAY NOV-MAR & AS REQUESTED DURING NON-HEATING SEASON

ESCORT REQUIRED AT NORMAL WORK HOURS

NOTE 1: IF SEVERE WEATHER CONDITIONS OCCUR
DELIVERY MAY BE REQUIRED 24 HOURS A DAY 7 DAYS A
WEEK AT THE DISCRETION OF THE REQUESTING

ACTIVITY.

NOTE 2: VERBAL ORDERS TO BE ACCEPTED BY CONTRACTOR WITH 24 HOURS NOTICE; DD1155 TO FOLLOW WITHIN 2 WORKING DAYS.

NOTE 3: CONTRACTOR SHALL PROVIDE CERTIFIED NET TRUCK QUANITITIES CORRECT FOR GRAVITY AND TEMP WITH EACH TRUCK LOAD

STATE OF VIRGINIA

NORFOLK,

0.50 WT %

VA, NAVY, NB, PWC, TAUSSIG BLVD BETWEEN GATES 1 & 3, BLDG P-2

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-4815

660-68 DIESEL FUEL #2, LOW SULF (LS2)

891,000 GL

TANK TRUCK (TT), W/PUMP INTO
2/25,000 GALLON TANKS AT BLDG P-2
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY MAY BE REQUIRED 24 HRS/DAY, 7 DAYS/WEEK
NOTE 1: CONTRACTOR SHALL PROVIDE CERTIFICATE OF
ANALYSIS FOR EACH LOAD WHICH SHALL CONTAIN SULFUR
%, API GRAVITY, CETANE # CERTIFICATE SHALL BE
SIGNED BY AN OFFICER OF THE CO WHO HAS THE
AUTHORITY TO GUARANTEE ACCURACY OF CERTIFICATE
NOTE 2: CETANE # SHALL BE 50 MINIMUM OR
CALCULATED CETANE INDEX SHALL BE 45 MIN &
CONCENTRATION OF CETANE IMPROVER SHALL NOT EXCEED

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, NAVAL BASE, TAUSSIG BLVD, INSIDE GATE 1, ACROSS FROM POLICE STATION, BLDGZ-312, BOILER PLANT

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC : N00187

ORDERING OFFICE: 757-444-7941

661-46 FUEL OIL, BURNER #2 (FS2) 10,000,000 GL

MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT), W/PUMP INTO

1/300,000 GALLON ABOVE GROUND TANK(S) DELIVERY HOURS: 0730-1430, APR - OCT DELIVERY HOURS: 0730-2000, NOV - MAR

NOTE 1: IF SEVERE WEATHER CONDITIONS OCCUR DELIVERY MAY BE ROD 24 HOURS/DAY 7 DAYS/WEEK

NOTE 2: VERBAL ORDERS ARE TO BE ACCEPTED WITH 24

HOUR NOTICE

NOTE 3: CONTRACTOR SHALL PROVIDE CERTIFIED NET TRUCK OUANTITIES CORRECTED FOR GRAVITY AND TEMPERATURE WITH EACH TRUCK LOAD

NOTE 4: CONTRACTOR SHALL PROVIDE A CERTIFICATION WITH EACH DELIVERY TO INCLUDE THE FOLLOWING:

- A. NAME OF SUPPLIER
- B. DATE FUEL OIL WAS RECEIVED
- C. VOLUME OF OIL DELIVERED IN THE SHIPMENT
- D. STATEMENT THAT THE OIL COMPLIES WITH ASTM D
- 396 SPEC FOR BURNER OIL #2
- E. SULFUR CONTENT OF THE FUEL

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

NORFOLK,

 ${\tt VA}$, ${\tt NAVY}$, ${\tt NAS}$, ${\tt GATE}$ 22 OR ${\tt GATE}$ 4 TO ${\tt PATROL}$ ${\tt ROAD}$

INDEPENDENT CITY

DELIVERY DODAAC: N00188 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-4815

662-46 FUEL OIL, BURNER #2 (FS2) 200,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO

2/6,000 GALLON TANKS AT BLDG LP-167

DELIVERY HOURS: 0800-1430 MONDAY TO FRIDAY

DELIVERY: NOV-MAR

NOTE 1: IF SEVERE WEATHER OCCURS, DELIVERY WILL

BE REQUIRED 24 HOURS/DAY, 7 DAYS/WEEK

NOTE 2: CONTRACTOR SHALL PROVIDE CETIFIED NET

TRUCK QUANTITIES CORRECTED FOR GRAVITY AND TEMP

WITH EACH TRUCK LOAD

NOTE 3: VERBAL ORDERS TO BE ACCEPTED BY

CONTRACTOR WITH 24 HOURS NOTICE; DD1155 TO FOLLOW

WITHIN 2 WORKING DAYS

NOTE 4: AVERAGE ORDERS: BETWEEN 2,000 - 5,000

GAL

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, NB, PWC, QUAYWALL, SOUTH OF PIER 20 INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-4815

* 664-53 FUEL OIL, BURNER #5 (LT) (FL5)
MAX. SULFUR CONTENT 2.40 %

18,000,000 GL

BARGE (BRG), W/PUMP INTO 2/1,000,000 GALLON TANKS

NOTE 1: DELIVERY: DURING DAYLIGHT HRS ONLY NOTE 2:

DELIVERY RESTRICTION: 23,000 BBL BARGE
NOTE 3: QUANTITY DETERMINATION FOR PAYMENT
PURPOSES SHALL BE BY GAUGING THE RECEIVNG TANKS
BEFORE AND AFTER DELIVERY AT DESTINATION. VOLUME
CORRECTION TO GALLONS AT 60 DEGREE FAHRENHEIT IS
REOUIRED FOR ALL DELIVERIES.

NOTE 4: FUEL OIL SAMPLES WILL BE TAKEN AT POINT OF

ORIGIN AND PRIOR TO PUMPING TO THE FUEL OIL TANK. A FULL ASTM ANALYSIS WILL BE PROVIDED WITH EACH BARGE DELIVERY.

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

IMPORTANT: PORTS internet application clause for BG deliveries will be added via amendment to the RFP. Ordering, receiving and invoicing for BG deliveries will consider the BG terms and have the same capability for paperless transactions as detailed for TT and TW deliveries in Clause G 150.03-1 PAPERLESS ORDERING & RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION).

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, NAVAL AIR STATION, INDEPENDENT CITY

DELIVERY DODAAC: N00188
BILLING DODAAC: N00188

ORDERING OFFICE: 757-444-8492 EXT: 351
ALT ORDERING OFFICE: FAX: 757-445-7819

POC: RUBEN SOLIMAN

668-08 RFG REGULAR UNLEADED (MRR)

102,000 GL

TANK TRUCK (TT), INTO 2/12,500 GALLON TANKS AT BLDG LP-109 AND LP-110 ANTICIPATE 0% ON HIGHWAY USE LOADING RACK METERED DELIVERY TICKET REQUIRED

NORFOLK,

VA, NAVY, CINCLANT, TERMINAL BLVD, BLDG NH-94

INDEPENDENT CITY

DELIVERY DODAAC: N00060
BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-4815

676-70 DIESEL FUEL #2, HIGH SUL (HS2) 1,200,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO

3/25,000 GALLON BELOW GROUND TANK FOR GENERATORS

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY HOURS: 0600-1900 AT HEMLICK AVE GATE;
DELIVERIES AFTER 1900 HRS AT TERMINAL BLVD GATE

NOTE 1: DELIVERY MAY BE REQD 24 HRS/DAY, 7

DAYS/WEEK

NOTE 2: VERBAL ORDERS TO BE ACCEPTED WITH

WRITTEN

ORDER TO FOLLOW

NOTE 3: CONTRACTOR SHALL PROVIDE CERTIFIED NET TRUCK QUANTITIES CORRECTED FOR GRAVITY AND TEMP

FOR EACH TRUCK LOAD

STATE OF VIRGINIA

NORFOLK,

VA, NAVY, COMMARFORLANT

INDEPENDENT CITY

DELIVERY DODAAC: M20001 BILLING DODAAC: M20001

ORDERING OFFICE: 757-444-0676/0553

682-07 RFG MIDGRADE UNLEADED (MMR) 128,000 GL

TANK TRUCK (TT), W/PUMP INTO

GOV'T VESSEL AT NAVAL STATION NORFOLK

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DELIVERY: 6,500 - 17,000 GAL PER DELIVERY

682-071 RFG MIDGRADE UNLEADED (MMR) 12,000 GL

TANK TRUCK (TT), W/PUMP INTO

GOV'T VESSEL AT LITTLE CREEK, NAVAL AMPHIB BASE

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DELIVERY RANGE: 1,000 - 7,000 GALS PER DELIVERY

STATE OF VIRGINIA

PORTSMOUTH

VA, NAVY, NORFOLK NAVALSHIPYARD, BLDG 174

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-6979

698-68 DIESEL FUEL #2, LOW SULF (LS2) 600,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), INTO 4/10,000 GALLON TANKS #1252, 1253, 1254, & 1255 2/6,000 GALLON TANK #1250 & 1251 ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0700-1400 MONDAY TO FRIDAY DELIVERY TICKETS REQD W/SULFUR CONTENT STATED NOTE: POINT OF CONTACT - BRUCE GOLEMBIEWSKI AT

PORTSMOUTH,

757-396-5971

VA, NAVY, FISC, CRANEY ISLAND FUEL TERMINAL, BLDG #288

INDEPENDENT CITY

DELIVERY DODAAC: N00189 BILLING DODAAC: N00189

ORDERING OFFICE: 757-322-9010

700-08 RFG REGULAR UNLEADED (MRR) 75,000 GL

TANK WAGON (TW), W/3" FEMALE SLIP-ON COUPLING

INTO

1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

700-46 FUEL OIL, BURNER #2 (FS2)

66,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/1 1/2" STANDARD NOZZLE, BOTTOM

LOAD, WITH METERS, 50FT HOSE COUPLING INTO

TANK WAGON (TW), W/3" FEMALE SLIP-ON COUPLING

3/1,000 GALLON TANKS 3/250 GALLON TANKS

DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1430

700-68 DIESEL FUEL #2, LOW SULF (LS2)

31,500 GL

INTO 1/10,000 GALLON TANK

ANTICIPATE 70% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0800-1430

STATE OF VIRGINIA

PORTSMOUTH,

VA, NAVY, ST JULIENS CREEK ANNEX, NORFOLK NAVAL SHIPYARD,

INDEPENDENT CITY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-444-7941

702-46 FUEL OIL, BURNER #2 (FS2) 3,000,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO 1/100,000 GALLON TANK 2/24,000 GALLON TANKS

2/15,000 GALLON TANKS

NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY 7 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HOUR NOTICE

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN 1 WORK DAY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH THE OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM D396 SPEC FOR #2 FUEL OIL
- E. THE SULFUR CONTENT OF THE FUEL

STATE OF VIRGINIA

PORTSMOUTH,

VA, NAVY, NAVAL HOSPITAL,

INDEPENDENT CITY

DELIVERY DODAAC: N00183 BILLING DODAAC: N00187

ORDERING OFFICE: 757-398-5739

704-08 RFG REGULAR UNLEADED (MRR)

40,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK AT BLDG 107 ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

704-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 750,000 GL

TANK TRUCK (TT), INTO 3/50,000 GALLON TANKS

NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY 7 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HRS NOTICE NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. A STATEMENT "THIS OIL COMPLIES WITH ASTM SPEC D396 (LATEST REVION) FOR #2 FUEL OIL". THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE

DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

PORTSMOUTH,

VA, NAVY, NORFOLK NAVAL SHIPYARD,

INDEPENDENT CITY

DELIVERY DODAAC: N00181 BILLING DODAAC: N00187

ORDERING OFFICE: 757-396-9893/8391

706-08 RFG REGULAR UNLEADED (MRR)

250,000 GL

TANK TRUCK (TT), INTO 2/12,000 GALLON TANKS

ANTICIPATE 98% ON HIGHWAY USE

NOTE: CONTACT 804-396-7581 PRIOR TO DELIVERY

706-46 FUEL OIL, BURNER #2 (FS2)

500,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO

2/50,000 GALLON TANKS AT BLDG 1515 (RDF/COAL

POWER

PLANT)

DISCHARGE HOSE WILL BE CONNECTED TO 3" CAMLOCK

NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY 7 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HOUR NOTICE

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPWITHIN ONE WORKING DAY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

A. NAME OF THE FUEL SUPPLIER

B. DATE ON WHICH THE OIL WAS RECEIVED

C. VOLUME OF DISTILLATE OIL DELIVERED

D. STMNT "THIS OIL COMPLIES WITH ASTM SPEC D396 (LATEST REVISION) FOR FUEL OIL #2"

E. THE SULFUR CONTENT OF THE OIL

MULTIPLE DROP

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

706-68 DIESEL FUEL #2, LOW SULF (LS2)

500,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/22,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 25% ON HIGHWAY USE

QUANTICO,

VA, NAVY, USMC, MCCDC, FUEL FARM AT INTERSECTION MCB-1 AND MCB-2, NEAR CAMP BARRETT STAFFORD COUNTY

DELIVERY DODAAC: M00264 BILLING DODAAC : M00264

ORDERING OFFICE: 703-784-2921

708-09 RFG PREMIUM UNLEADED (MPR)

495,000 GL

TANK TRUCK (TT), INTO 1/25,000 GALLON TANK 1/12,500 GALLON TANK ANTICIPATE 15% ON HIGHWAY USE

DELIVERY HOURS: 0730-1400

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSMIILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

STATE OF VIRGINIA

708-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 825,000 GL

TANK TRUCK (TT), INTO 2/75,000 GALLON TANKS

DELIVERY HOURS: 0730-1400

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY.

708-67 DIESEL FUEL #1, LOW SULF (LS1)

195,000 GL

TANK TRUCK (TT), INTO 2/25,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE DELIVERY HOURS: 0730-1400

DELIVERY: DEC-MAR

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

708-68 DIESEL FUEL #2, LOW SULF (LS2)

480,000 GL

TANK TRUCK (TT), INTO 1/25,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE DELIVERY HOURS: 0730-1400

DELIVERY: APR-NOV

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR

FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

STATE OF VIRGINIA

QUANTICO,

VA, NAVY, DJ, FBI ACADEMY, GUAD AREA APPROX 6 MI SW OF MAIN BASE NEAR CAMP BARRETT,

STAFFORD COUNTY

DELIVERY DODAAC: 153301 BILLING DODAAC: M00264

ORDERING OFFICE: 703-784-2921

710-46 FUEL OIL, BURNER #2 (FS2)

1,350,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO

1/48,000 GALLON TANK ERF BLDG 27958A

1/20,000 GALLON TANK DEA BLDG 27967

8/10,000 GALLON TANKS FBI HEATING PLANT BLDG 27936

DELIVERY HOURS: 0730-1500

NOTE 1: DRIVER REPORTS TO BLDG 27936 PRIOR TO

DELIVERY

NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE OIL RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED IN SHIPMENT
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPECIFICATION FOR FUEL OIL #2
- E. SULFUR CONTENT OF THE OIL

NOTE 3: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY

STATE OF VIRGINIA

710-469 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

1,350,000 GL

TANK TRUCK (TT), W/PUMP INTO

1/48,000 GALLON TANK ERF BLDG 27958A

1/20,000 GALLON TANK DEA BLDG 27967

8/10,000 GALLON TANKS FBI HEATING PLANT BLDG 27936

DELIVERY HOURS: 0730-1500

NOTE 1: DRIVER REPORTS TO BLDG 27936 PRIOR TO DELIVERY

NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE OIL RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED IN SHIPMENT
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPECIFICATION FOR FUEL OIL $\sharp 2$
- E. SULFUR CONTENT OF THE OIL

NOTE 3: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE: THIS IS A SETASIDE ITEM. SDB PRICE EVALUATION ADJUSTMENT WILL NOT APPLY

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

QUANTICO,

 $\mbox{VA}\,,\,\,\mbox{NAVY}\,,\,\,\mbox{USMC}\,,\,\,\mbox{CAMP}$ $\mbox{BARRETT}\,,\,\,\,8$ \mbox{MI} \mbox{SW} \mbox{OF} $\mbox{QUANTICO}\,,$

STAFFORD COUNTY

DELIVERY DODAAC: M00264
BILLING DODAAC: M00264

ORDERING OFFICE: 703-784-2921

712-55 FUEL OIL, BURNER #6 (FS6) 975,000 GL

MAX. SULFUR CONTENT 1.00 %

TANK TRUCK (TT), INTO 2/20,000 GALLON TANKS DELIVERY HOURS: 0730-1500

NOTE: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOW UP BY HARD COPY

WITHIN ONE WORKING DAY.

QUANTICO,

VA, NAVY, USMC, MCCDC, BARNETT AVE, MAINSIDE,

PRINCE WILLIAM COUNTY

DELIVERY DODAAC: MOO264
BILLING DODAAC: MOO264

ORDERING OFFICE: 703-784-2921

714-08 RFG REGULAR UNLEADED (MRR) 541,000 GL

TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY HOURS: 0800-1100

1300-1500

NOTE 1: DRIVER REPORT TO BLDG 2013 PRIOR TO

DELIVERY

NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY

WITHIN ONE WORKING DAY

STATE OF VIRGINIA

714-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 1,050,000 GL

TANK TRUCK (TT), INTO 2/112,000 GALLON TANKS

NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY, 7 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HOUR NOTICE NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE ON WHICH OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC D396 FOR #2 FUEL OIL
- E. SULFUR CONTENT OF THE OIL

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY

STATE OF VIRGINIA

714-469 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 1,050,000 GL

TANK TRUCK (TT), INTO 1/112,000 GALLON TANKS 2/0 GALLON

NOTE 1: DELIVERY WILL BE REQUIRED 24 HRS/DAY, 7 DAYS/WEEK TO INCLUDE HOLIDAYS WITH 24 HOUR NOTICE NOTE 2: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE ON WHICH OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC D396 FOR #2 FUEL OIL
- E. SULFUR CONTENT OF THE OIL

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

NOTE: THIS IS A SETASIDE ITEM. SDB PRICE EVALUATION ADJUSTMENT WILL NOT APPLY

STATE OF VIRGINIA

RICHMOND,

VA, ARMY, RES CTR, 6700 STRATHMORE ROAD,

CHESTERFIELD COUNTY

DELIVERY DODAAC: W26AHU BILLING DODAAC: W81D04

ORDERING OFFICE: 301-677-4510

456-46 FUEL OIL, BURNER #2 (FS2) 36,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP & METER INTO

1/6,000 GALLON TANK 1/2,000 GALLON TANK DELIVERY TICKET REQUIRED

RICHMOND,

VA, NAVY, NAVAL & MARINE CORPS RES CTR, 6000 STRATHMORE ROAD

CHESTERFIELD COUNTY

DELIVERY DODAAC: N61900 BILLING DODAAC: N00179

ORDERING OFFICE: 804-271-6096

716-46 FUEL OIL, BURNER #2 (FS2) 15,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO 1/1,500 GALLON TANK

1/550 GALLON TANK

DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

SANDSTON

 ${
m VA}$, ${
m ARMY}$, ${
m NG}$, ${
m OMS}$ #1, 276 ENGR BN BEULAH ROAD, (FOR USPFO, ${
m VA}$), HENRICO COUNTY

DELIVERY DODAAC: W26L78
BILLING DODAAC: W26L8F

ORDERING OFFICE: 804-775-9205

462-13 DIESEL FUEL #2 (DL2)

95,200 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

SANDSTON,

VA, ARMY, NG, 29TH DIVARTY, OMS #2, BEULAH RD (FOR USPFO, VA)

HENRICO COUNTY

DELIVERY DODAAC: W81AXP BILLING DODAAC: W26L8F

ORDERING OFFICE: 804-775-9205

460-13 DIESEL FUEL #2 (DL2)

31,800 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

VIRGINIA BEACH

VA, NAVY, MARINE AIR CONTROL SQUADRON-24, 1325 SOUTH BIRDNECK ROAD INDEPENDENT CITY

DELIVERY DODAAC: M03003 BILLING DODAAC: M03003

ORDERING OFFICE: 757-433-7983/84

724-68 DIESEL FUEL #2, LOW SULF (LS2)

30,000 GL

TANK WAGON (TW), INTO 5/550 GALLON ABOVE GROUND TANK(S) AT BLDGS P921

&

RADAR SITE

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

VIRGINIA BEACH

VA, NAVY, FLEET COMBAT TRAINING CENTER, ATLANTIC, DAM NECK, NAVAL SPECIAL WARFARE DEV GROUP

INDEPENDENT CITY

DELIVERY DODAAC: N47898 BILLING DODAAC: N60951

ORDERING OFFICE: 757-433-7960 X204

730-07 RFG MIDGRADE UNLEADED (MMR)

450,000 GL

TANK WAGON (TW), INTO 1/15,000 GALLON TANK 1/6,000 GALLON TANK 2/5,000 GALLON TANKS 1/500 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

ITEM NUMBER		ESTIMATED QUANTITY	
	STATE OF VIRGINIA		
730-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %	30,000	GL
	TANK WAGON (TW), INTO 1/6,000 GALLON TANK 1/5,000 GALLON TANK 1/2,000 GALLON TANK 1/1,500 GALLON TANK 1/1,000 GALLON TANK 1/500 GALLON TANK DELIVERY TICKET REQUIRED		
730-68	DIESEL FUEL #2, LOW SULF (LS2)	112,000	GL
	TANK WAGON (TW), INTO 1/6,000 GALLON TANK 1/500 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED		

STATE OF VIRGINIA

VIRGINIA BEACH,

VA, NAVY, NAVAL OCEAN PROCESSING FACILTIY, DAM NECK,

INDEPENDENT CITY

DELIVERY DODAAC: N68593 BILLING DODAAC: N68593

ORDERING OFFICE: 757-417-4726

720-70 DIESEL FUEL #2, HIGH SUL (HS2)

42,000 GL

TANK WAGON (TW), W/4" DIAMETER CONNECTION INTO 1/20,000 GALLON TANK AT REAR OF BLDG 470

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1300 MONDAY TO FRIDAY

VIRGINIA BEACH,

VA, NAVY, FLEET COMBAT TRAINING CENTER, ATLANTIC, DAM NECK,

INDEPENDENT CITY

DELIVERY DODAAC: N00281 BILLING DODAAC: N00187

ORDERING OFFICE: 757-417-4724

722-08 RFG REGULAR UNLEADED (MRR)

150,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK AT BLDG 527 ANTICIPATE 85% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1500

STATE OF VIRGINIA

* 722-52 FUEL OIL, BURNER #4 (FS4) MAX. SULFUR CONTENT 1.00 % 900,000 GL

TANK TRUCK (TT), INTO 1/250,000 GALLON TANK AT BLDG 529 (STEAM PLANT) DELIVERY TICKET REQUIRED THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

722-68 DIESEL FUEL #2, LOW SULF (LS2)

150,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) BEHIND BLDG

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE 1: CETANE # SHALL BE 50 MIN OR CALCULATED CETANE INDEX SHALL BE 45 MIN. CONCENTRACTION OF CETANE IMPROVER SHALL NOT EXCEED 0.05% BY WEIGHT. NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE WHICH OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED D. CERTIFICATE OF ANALYSIS, SIGNED BY COMPANY OFFICER HAVING AUTHORITY TO GUARANTEE ACCURACY, CONTAINING: SULFUR %, API GRAVITY, & CETANE # E. STMNT "THIS OIL COMPLIES WITH ASTM SPEC D975 (LATEST REVISION) FOR #2 FUEL" THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE

DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

VIRGINIA BEACH, VA, NAVY, NAS OCEANA, INDEPENDENT CITY

DELIVERY DODAAC: N60191
BILLING DODAAC: N00187
ORDERING OFFICE: 757-445-7941

726-08 RFG REGULAR UNLEADED (MRR) 250,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK ANTICIPATE 35% ON HIGHWAY USE

* 726-52 FUEL OIL, BURNER #4 (FS4) 1,500,000 GL MAX. SULFUR CONTENT 1.00 %

TANK TRUCK (TT), INTO

1/324,000 GALLON TANK AT BOILER HOUSE
NOTE: CONTRACTOR SHALL PROVIDE COPY OF FUEL
SPECIFICATION SHEET WITH EACH DELIVERY
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.
THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

726-68 DIESEL FUEL #2, LOW SULF (LS2) 250,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON BELOW GROUND TANK AT BLDG 830
3/500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 75% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

STATE OF VIRGINIA

726-681 DIESEL FUEL #2, LOW SULF (LS2)

150,000 GL

TANK WAGON (TW), INTO $1/5\,,000$ GALLON TANK AT MAIN SWITCHING STATION ON HARPERS ROAD

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE 1: CETANE # SHALL BE 50 MIN OR CALCULATED CETANE INDEX SHALL BE 45 MIN. CONCENTRACTION OF CETANE IMPROVER SHALL NOT EXCEED 0.05% BY WEIGHT. NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF FUEL SUPPLIER
- B. DATE WHICH OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. CERTIFICATE OF ANALYSIS, SIGNED BY COMPANY OFFICER HAVING AUTHORITY TO GUARANTEE ACCURACY, CONTAINING: SULFUR %, API GRAVITY, & CETANE # E. STMNT "THIS OIL COMPLIES WITH ASTM SPEC D975 (LATEST REVISION) FOR #2 FUEL"

175,000 GL

ESTIMATED ITEM NUMBER QUANTITY UI

STATE OF VIRGINIA

WARRENTON,

VA, ARMY, TRAINING CENTER HQS,

FAUQUIER COUNTY

DELIVERY DODAAC: W81X4L BILLING DODAAC : W81X4L

ORDERING OFFICE: 540-347-8272

470-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/METER INTO 2/5,000 GALLON TANKS DELIVERY TICKET REQUIRED ESCORT REQUIRED SECURITY CLEARANCE REQUIRED

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STATE OF VIRGINIA

WARRENTON,

VA, ARMY, TNG CTR B, 4 MI N.

FAUQUIER COUNTY

DELIVERY DODAAC: W81X4L BILLING DODAAC: W81X4L

ORDERING OFFICE: 540-347-8272

471-46 FUEL OIL, BURNER #2 (FS2) 450,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/METER INTO

1/10,000 GALLON TANK

1/6,000 GALLON TANK

1/5,000 GALLON TANK

4/4,000 GALLON TANKS

1/3,000 GALLON TANK

1/2,500 GALLON TANK

2/2,000 GALLON TANKS

1/1,500 GALLON TANK

3/1,000 GALLON TANKS

2/550 GALLON TANKS

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

SECURITY CLEARANCE REQUIRED

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

WILLIAMSBURG,

 ${\tt VA}$, ${\tt NAVY}$, ${\tt CHEATHAM}$ ANNEX DEPOT, FISC NORFOLK,

YORK COUNTY

DELIVERY DODAAC: N60138 BILLING DODAAC: N60138

ORDERING OFFICE: 757-444-8860/6979

* 735-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

750,000 GL

TANK WAGON (TW), INTO 1/20,000 GALLON TANK 4/5,000 GALLON TANKS 1/3,000 GALLON TANK 1/2,000 GALLON TANK 19/1,000 GALLON TANKS 2/550 GALLON TANKS 3/275 GALLON TANKS DELIVERY TICKET REQUIRED AUTOMATIC FILL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

YORKTOWN,

VA, NAVY, NAVAL WEAPONS STATION, RTE #238, (DRIVER REPORT TO BLDG 497 PRIOR TO AND UPON COMPLETION OF EACH DELIVERY)

YORK COUNTY

DELIVERY DODAAC: N00187 BILLING DODAAC: N00187

ORDERING OFFICE: 757-887-4420

740-08 RFG REGULAR UNLEADED (MRR)

460,000 GL

TANK TRUCK (TT), INTO 2/15,000 GALLON TANKS 1/8,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

DELIVERY HOURS: 0730-1500

2 METERED DELIVERY TICKETS ARE REQUIRED FOR EACH DROP WITH DELIVERY BLDG # PRINTED ON EACH TICKET

NOTE 1: RECEIVING TANK IS EQUIPPED WITH PORTABLE

METER WHICH IS CALIBRATED BY CERTIFICATION

NOTE 2: TRUCKS TO BE EQUIPPED WITH 1 EA 20-BC

FIRE EXTINGUISHER OR 2 EA 10-BC FIRE

EXTINGUISHERS

WITH GROUND WIRE

NOTE 3: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF VIRGINIA

* 740-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 2,200,000 GL

TANK WAGON (TW), INTO

3/12,000 GALLON TANKS

4/10,000 GALLON TANKS

4/8,000 GALLON TANKS

1/7,500 GALLON TANK

1/6,000 GALLON TANK

3/5,000 GALLON TANKS

7/4,000 GALLON TANKS

1/3,000 GALLON TANK

3/2,500 GALLON TANKS

14/2,000 GALLON TANKS

1/1,600 GALLON TANK

3/1,500 GALLON TANKS

12/1,000 GALLON TANKS

10/550 GALLON TANKS

4/500 GALLON TANKS

2/300 GALLON TANKS

9/275 GALLON TANKS

6/250 GALLON TANKS

1/200 GALLON TANK

1/150 GALLON TANK

2 METERED DELIVERY TICKETS REQD FOR EACH BLDG # ESCORT W/SPECIAL BADGE REQD IN RESTRICTED AREA

NOTE 1: DELIVERY MAY BE REQUIRED 7 DAYS/WEEK

DURING EMERGENCY OR PEAK PERIODS

NOTE 2: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY.

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

A. NAME OF THE FUEL SUPPLIER

B. DATE ON WHICH THE OIL WAS RECEIVED

C. VOLUME OF FUEL OIL DELIVERED

D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC

D396 FOR FUEL OIL #2

E. THE SULFUR CONTENT OF THE OIL

AUTOMATIC FILL

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

740-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 20,000 GL

TANK WAGON (TW), INTO 1/20,000 GALLON TANK AT BLDG 476
NOTE 1: DELIVERY MAY BE REQUIRED 7 DAYS/WEEK DURING EMERGENCY OR PEAK PERIODS
NOTE 2: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY.

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH THE OIL WAS RECEIVED
- C. VOLUME OF FUEL OIL DELIVERED
- D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC

D396 FOR FUEL OIL #2

E. THE SULFUR CONTENT OF THE OIL
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF VIRGINIA

* 740-52 FUEL OIL, BURNER #4 (FS4) MAX. SULFUR CONTENT 1.00 % 50,000 GL

TANK TRUCK (TT), W/PUMP, 3-1/2 INCH QUICK DISCONNECT FITTING & 50 FT OF HOSE INTO 1/25,000 GALLON TANK AT BLDG 708 1/20,000 GALLON TANK AT BLDG 457 NOTE 1: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY, IF OIL IS SPILLED IN CONTAINMENT AREA, DRIVER IS TO REMOVE ALL CONTAMINATED ABSORBENT MATERIAL AND REPLACE WITH NEW ABSORBENT MATERIAL NOTE 2: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH THE OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC FOR FUEL OIL #4.

E. THE SULFUR CONTENT OF THE OIL
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.
THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

*Past Performance Evaluation applies. See note at the beginning of the Schedule.

STATE OF VIRGINIA

740-68 DIESEL FUEL #2, LOW SULF (LS2)

30,000 GL

TANK TRUCK (TT), W/PUMP, 100' HOSE, & 4" EXPANSION

DROP TUBE FITTING INTO

1/10,000 GALLON TANK AT BLDG 715

ANTICIPATE 35% ON HIGHWAY USE

DELIVERY TICKETS REQD FOR EACH BLDG NO.

NOTE 1: ALL TRUCKS TO BE EQUIPPED WITH BONDING STRAP/GROUND; 1 EA 20 BC OR 2 EA 10 BC FIRE EXTINGUISHER(S)

NOTE 2: TRUCKS TO BE EQUIPPED WITH ABSORBENT MATERIAL TO BE USED BEFORE, DURING AND AFTER DELIVERY

NOTE 3: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY EACH SHIPMENT & INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH OIL WAS RECEIVED
- C. VOLUME OF OIL DELIVERED IN SHIPMENT
- D. STATEMENT THAT THE OIL COMPLIES WITH ASTM SPEC

FOR #2 DIESEL FUEL

E. THE SULFUR CONTENT OF THE OIL

ITEM NUMBER ESTIMATED QUANTITY UI

STATE OF WEST VIRGINIA

BLUEFIELD,

WV, ARMY, NG, 1ST SQDN,150TH ARMD CAV, NG ARMORY, 2 MI N, (FOR USPFO, WV)

MERCER COUNTY

DELIVERY DODAAC: W27SDV BILLING DODAAC: W27L8R ORDERING OFFICE: 304-589-3361

475-13 DIESEL FUEL #2 (DL2)

33,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 8/2,500 GALLON HEMTT TANKER(S) ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

BRIDGEPORT

WV, ARMY, NG, BENEDUM AIRPORT PROJECT, 2000 AVIATION WAY HARRISON COUNTY

DELIVERY DODAAC: W90CC8
BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-842-3469

477-13 DIESEL FUEL #2 (DL2)

70,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 2/1,200 GALLON TOP-LOADING TANKERS ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

STATE OF WEST VIRGINIA

BUCKHANNON,

WV, ARMY, NG, USPFO ADMIN ACCT, OMS #2, 1/4 MI S ON RTE #20, (FOR USPFO, WV)

UPSHUR COUNTY

DELIVERY DODAAC: W27L8R BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-623-1731

480-13 DIESEL FUEL #2 (DL2)

30,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/1,200 GALLON TOP-LOADING MOBILE TANKER ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

CLARKSBURG,

WV, ARMY, NG, 119TH ENGRCO (-) CSE RT 19S, MILFORD STR EXIT (FOR USPFO, WV)

HARRISON COUNTY

DELIVERY DODAAC: W27L8V BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-623-1731

487-13 DIESEL FUEL #2 (DL2)

32,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/2,500 GALLON HEMTT TANKER(S) 1/1,200 GALLON TOP LOADING MOBILE TANKER ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

STATE OF WEST VIRGINIA

KINGWOOD,

 $\mbox{WV}\,,\mbox{ ARMY}\,,\mbox{ NG}\,,\mbox{ CAMP DAWSON TRAINING SITE}\,,\mbox{ (FOR USPFO WV)}\,,$

PRESTON COUNTY

DELIVERY DODAAC: W27L9J BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-329-4458, DSN 366-6552

490-13 DIESEL FUEL #2 (DL2)

50,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 2/6,000 GALLON ABOVE GROUND TANK(S) 1/2,500 GALLON HEMTT TANKER(S) ANTICIPATE 85% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

RAINELLE

WV, ARMY, RALPH POMEROYUSARC, 6 JOHN RAINE DR. (FOR FT DIX NJ)

GREENBRIER COUNTY
GREENBRIER COUNTY

DELIVERY DODAAC: W27AWB BILLING DODAAC: W80PV6

ORDERING OFFICE: 609-562-6842

492-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

90,000 GL

TANK TRUCK (TT), W/PUMP AND 20 FOOT HOSE INTO 1/15,000 GALLON BELOW GROUND TANK W/A 4" FILL DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY LOADING RACK METERED TICKET REQUIRED - TEMP AND GRAVITY READINGS REQUIRED ON TICKETS NOTE: AFTER PURCHASE ORDER IS SIGNED, ORAL ORDERS
WILL BE PLACED WITH THE CONTRACTOR

STATE OF WEST VIRGINIA

SUGAR GROVE,

WV, NAVY, NAVAL SECURITY GROUP ACTIVITY

PENDLETON COUNTY

DELIVERY DODAAC: N31188
BILLING DODAAC: N31188

ORDERING OFFICE: 304-249-6370/71

746-24 GASOHOL, REG UNL (GUR) 108,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

746-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 746-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

746-46 FUEL OIL, BURNER #2 (FS2) 15,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO

1/4,000 GALLON TANK

1/3,000 GALLON TANK

2/1,000 GALLON TANKS

3/550 GALLON TANKS

DELIVERY TICKET REQUIRED

746-68 DIESEL FUEL #2, LOW SULF (LS2) 57,000 GL

TANK TRUCK (TT), INTO 2/15,000 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE

STATE OF WEST VIRGINIA

746-681 DIESEL FUEL #2, LOW SULF (LS2)

9,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK 1/550 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

PREAWARD

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I & III) (FEB 1999/OCT 1998/JAN 1999)

(a) **DEFINITIONS.** As used in this provision--

Name_ TIN

- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
 - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **TAXPAYER IDENTIFICATION NUMBER** (**TIN**) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

4.904, the TIN provided hereu	nder may be matched with IRS records to verify the accuracy of the offeror's TIIN.
(3) TAXP A	AYER IDENTIFICATION NUMBER (TIN).
[]	TIN:
[]	TIN has been applied for.
	TIN is not required because:
connected with the conduct of	[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S. [] Offeror is an agency or instrumentality of a foreign government;
	Offeror is an agency or instrumentality of a Federal, state, or local government;
(4) TYPE (OF ORGANIZATION.
[]	Sole proprietorship;
	Partnership;
[]	Corporate entity (not tax-exempt);
[]	Corporate entity (tax-exempt);
	Government entity (Federal, State, or local);
	Foreign government;
	International organization per 26 CFR 1.6049-4; or
	Other
(5) COMN	ION PARENT.
[]	Offeror is not owned or controlled by a common parent; or
[]	Name and TIN of common parent:

K1.01-10 Cont'd)

	Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its essions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply. (1) SMALL BUSINESS CONCERN. The offeror represents that it
	[] is [] is not
	a small business concern.
	(2) SMALL DISADVANTAGED BUSINESS CONCERN. The offeror represents that it-
	[] is [] is not
	a small disadvantaged business concern as defined in 13 CFR 124.1002.
	(3) WOMEN-OWNED SMALL BUSINESS CONCERN. The offeror represents that it
	[] is [] is not
	a women-owned small business concern.
threshold.	NOTE: Complete paragraphs $(c)(4)$ and $(c)(5)$ only if this solicitation is expected to exceed the simplified acquisition
	(4) WOMEN-OWNED BUSINESS CONCERN. The offeror represents that it -
	[] is [] is not
	a woman owned business concern.
subcontractors) ar AND FOR THE PROGRAM. (C	 (5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business tify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier mount to more than 50 percent of the contract price. (6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION omplete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.) (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the industry groups (DIGs)). The offeror represents as part of its offer that it
	[] is [] is not
(TICs) or four do	an emerging small business. (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories esignated industry groups (DIGs)). The offeror represents as follows:
	(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of

solicitation is expressed in terms of number of employees); or

Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one	e of the following:)	
,	<i>5</i> ,	AVERAGE ANNUAL GROSS
NUMB	ER of EMPLOYEES	REVENUES
[] 5	0 or fewer	[] \$1 million or less
[] 5	1 - 100	[] \$1,000,001 - \$2 million
[] 10	1 - 250	[] \$2,000,001 - \$3.5 million
[] 25		[] \$3,500,001 - \$5 million
[1 50	1 - 750	[] \$5,000,001 - \$10 million
	1 - 1,000	[] \$10,000,001 - \$17 million
	ver 1,000	Over \$17 million
() -		[]
(7) (Comp	elete only if the solicitation contains the clause at	FAR 52.219-23 NOTICE OF PRICE EVALUATION
		S or FAR 52.219-25 SMALL DISADVANTAGED BUSINESS
		PRTING and the offeror desires a benefit based on its
disadvantaged status.)		
_	NERAL. The offeror represents that either	
	It	
,		
	[] is	
	is not	
	[] 10 1100	
representation, on the register change in disadvantaged own claiming disadvantaged status account the applicable exclusi	of small disadvantaged business concerns maintaineership and control has occurred since its certification	all disadvantaged business concern and is listed, on the date of this ed by the Small Business Administration, and that no material n, and, where the concern is owned by one or more individuals ertification is based does not exceed \$750,000 after taking into
	[] has [] has not	
disadvantaged business concerchange in disadvantaged own (ii) JO: BUSINESS CONCERNS. To 124.1002(f) and that the representation in the joint venture.	rn in accordance with 13 CFR 124, Subpart B, and a ership and control has occurred since its application INT VENTURE UNDER THE PRICE EVALUA The offeror represents, as part of its offer, that it is a estation in paragraph (c)(7)(i) of this provision is a	s Administration or a Private Certifier to be certified as a small decision on that application is pending, and that no material was submitted. TION ADJUSTMENT FOR SMALL DISADVANTAGED joint venture that complies with the requirements in 13 CFR accurate for the small disadvantaged business concern that is sadvantaged business concern that is participating in the joint
-	olete if the offeror has represented itself as disadvery in which its ownership falls:	rantaged in paragraph (c)(2) or (c)(7) of this provision.) The
[]	Black American	
[]	Hispanic American	
[]	Native American (American Indians, Eskimos, Ale	euts, or Native Hawaiians).
[]	Asian Pacific American (persons with origin from Brunei, Japan, China, Taiwan, Laos, Cambodia (K U.S. Trust Territory of the Pacific Islands (Republ Federated States of Micronesia, the Commonwealt	ampuchea), Vietnam, Korea, The Philippines, ic of Palau), Republic of the Marshall Islands,

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

K1.01-10 (Cont'	d)
	[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
	[] Individual/concern, other than one of the preceding.
concern in paraș	(9) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business graph (c)(1) of this provision.) The offeror represents as part of its offer that
	(i) It
	[] is [] is not
	a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small as maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, ployee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
	(ii) It
	[] is [] is not
	a joint venture that complied with the requirements of 13 CFR Part 126, and the representations in paragraph (c)(8)(i) of this rate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the f the HUBZone small business concern or concerns that are participating in the joint venture:)
representation.	HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE
ORDER 11246.	(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that(i) It
	[] has [] has not
	participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, and
	(ii) It
	[] has [] has not
	filed all required compliance reports.

K1.01-10 (Cont'd)

	FFIRMATIVE ACTION COMPLIANCE. The offeror represents to It	hat
	[] has developed and has on file[] has not developed and does not have on file	
at 6 60-1 and 60-2), or	each establishment, affirmative action programs required by rules and	l regulations of the Secretary of Labor (41 CFR Pparts
(ii)	It	
regulations of the Secreta	[] has not previously had contracts subject to the written affirmation of Labor.	ve action programs requirement of the rules and
(Applies only if the cont belief that no Federal app employee of any agency, connection with the award (f) BUY	TIFICATION REGARDING PAYMENTS TO INFLUENCE FEI ract is expected to exceed \$100,000). By submission of its offer, the reprinted funds have been paid or will be paid to any person for influ a Member of Congress, an officer or employee of Congress or an employee of any resultant contract. AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF P. 52.225-7007, TRADE AGREEMENTS ACT, is incorporated by resultant contract.	e offeror certifies to the best of its knowledge and encing or attempting to influence an officer or ployee of a Member of Congress on his or her behalf in AYMENTS PROGRAM CERTIFICATE. (Applies
(1) Th	ne offeror certifies that Each end product, except the end products listed in subparagraph (2)	
BUY AMERICAN ACT	AND BALANCE OF PAYMENTS PROGRAM clause of this solicit	ation); and
or a qualifying country. (2) Th	Components of unknown origin are considered to have been mined, ne offeror must identify and certify all end products that are not dome. The offeror certifies that the following supplies qualify as "U.Smac	stic end products.
	(Insert line item no.)	
(ii)	The offeror certifies that the following supplies are qualifying country	ry end products:
	(Insert line item no.)	(Insert country of origin)
(iii)	The offeror certifies that the following supplies are qualify as design	ated country end products:
	(Insert line item no.)	(Insert country of origin)
(iv)	The offeror certifies that the following supplies qualify as Caribbean	Basin country end products:
	(Insert line item no.)	(Insert country of origin)
(v)	The offeror certifies that the following supplies qualify as NAFTA of	country end products:
	(Insert line item no.)	(Insert country of origin)

K1.01-10 (Cont'd)

(vi)	The offeror certifies that the following	owing supplies are other nondesig	nated country end products:
	(Insert line item no.)		(Insert country of origin)
	(LIST A	S NECESSARY)	
country end products, NA (g) BUY A BALANCE OF PAYME TRADE AGREEMENT (1) Th (i) BUY AMERICAN ACT A (ii) or a qualifying country. (2) Th	FTA country end products, and CAMERICAN ACT - NORTH AMENTS PROGRAM CERTIFICA' (NAFTA) IMPLEMENTATION of offeror certifies that-Each end product, except the end AND BALANCE OF PAYMENT Components of unknown origin a certify	aribbean Basin country end product MERICAN FREE TRADE AGR TE. (Applies only if DFARS clarent NACT, clause is incorporated by products listed in subparagraph (2°S PROGRAM clause of this soliciture considered to have been mined, all end products that are not dome	EEMENT (NAFTA) IMPLEMENTATION ACT use 252.225-7036, NORTH AMERICAN FREE or reference in this solicitation.) below, is a domestic end product (as defined in the tation); and produced, or manufactured outside the United States estic end products.
(i) "domestic end products":	The offeror certifies that the follo	wing supplies qualify as "U.Sma	de end products," but do not meet the definition of
	(Insert line item number)		
(ii)	The offeror certifies that the follo	owing supplies are qualifying count	ry (except Canada) end products:
	(Insert line item number)		(Insert country of origin)
(iii)	The offeror certifies that the follo	owing supplies qualify as NAFTA	country end products:
	(Insert line item number)		(Insert country of origin)
(iv)	The offeror certifies that the follo	wing supplies are other non-NAF	A country end products:
	(Insert line item number)		(Insert country of origin)
	(LIST AS	NECESSARY)	
country end products over	other end products.		ts, qualifying country end products, or NAFTA INELIGIBILITY FOR AWARD (EXECUTIVE
The off	eror certifies, to the best of its kno	owledge and belief, that	
(1) Th	e offeror and/or any of its principa	als	
]] are] are not		

K1.01-10 (Cont'd)

and	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
	(2) [] Have or [] Have not,
subcontract; viol	within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission a sinal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or ation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, tion or destruction of records, making false statements, tax evasion, or receiving stolen property; and
	[] are or [] are not
offenses.	presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these
	(FAR 52.212-3/Alts I & III)
	FFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) DEFINITIONS. As used in this clause
	(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration
resident or nation concern (includin	U.S.C. App. Sec 2415). (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States and (other than an individual resident outside the United States and employed by other than a United States person), any domestic agany permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent ment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the
	CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it (1) Does not comply with the Secondary Arab Boycott of Israel; and (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries,
which 50 U.S.C.	App. Sec 2407(a) prohibits a United States person from taking.
	(DFARS 252.212-7000)
unchanged. Offe	STRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC FEB 1999) AMENDMENTS TO SOLICITATIONS. If this solicitation is amended, all terms and conditions that are not amended remain rors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and
(ii) showing the t specified in this s	ine and date specified in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and ime and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the bdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the
solicitation.	 (2) The first page of the offer must show (i) The solicitation number; (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
	(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied at agent's authority, unless that evidence has been previously furnished to the issuing office. (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the
solicitation. This	s may include product literature, or other documents, if necessary; (v) Terms of any express warranty; (vi) Price and any discount terms; and
	(vii) A completed copy of the representations and certifications in the Offeror Submission Package.(3) IFBs ONLY.
	 (i) Facsimile bids authorized for this solicitation. (ii) EVALUATION - Net Payment Terms. Offers under an IFB that include net payment terms less than 30 days will be
determined nonre	

not exceed six digits to the right of the decimal (e.g., \$1.030454).

1.

(4) RFPs ONLY.

- (i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.
- (ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (c) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.
- (d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for <u>120</u> calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) LATE OFFERS.

(1) FOR IFBs. See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum

(2) FOR RFPs

- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;
- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

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- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time for the designated Government office.
 - (h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.
 - (j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(1) CONTRACT AWARD.

(1) RFPs ONLY (not applicable to IFBs).

- (i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
 - (iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.
 - (3) The Government may reject any or all offers if such action is in the Government's interest.
 - (4) The Government may waive informalities and minor irregularities in offers received.
- (5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
 - (7) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION 470 L'ENFANT PLAZA, SW, SUITE 8100 WASHINGTON, DC 20407 TELEPHONE: (202) 619-8925 FAX: (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.
 - (2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP) BUILDING 4, SECTION D 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5094 TELEPHONE: (215) 697-2667/2179

FAX: (215) 697-1462

L2.05-5 (Cont'd)

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at http://www.dodssp.dla.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or

maintenance.

(n) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored)

POSTAWARD

I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)

(a) INSPECTION/ACCEPTANCE.

- (1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
 - (2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.
- (b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
 - (c) CHANGES. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date:
 - (3) Contract number, contract line item number, and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) See clause in Addendum 2.
- (i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

- (k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (1) TAXES. See Addendum 2.
- (m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

I1.03-8 (Cont'd)

7102, and 10 U.S.C. 2323).

- (t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
 - (3) The clause at 52.212-5;
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
 - (5) Solicitation provisions if this is a solicitation;
 - (6) Other paragraphs of this clause;
 - (7) Standard Form 1449;
 - (8) Other documents, exhibits, and attachments; and
 - (9) The specification.

(FAR 52.212-4, tailored)

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 1999)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

10 U.S.C. 2402).	[X]	52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and
	[]	52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
waiver the prefere	•	-	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects hall so indicate in its offer).
	[]		52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
	[]		52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
	[X]	52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
7102, and 10 U.S.	[] .C. 2	-	52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section (if the offeror elects to waive the adjustment, it shall so indicate in its offer). []Alt I.
section 7102, and	[10 U	-	52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355 C. 2323).
	[]	l	52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section

I1.04 (Cont'd)

	[X]	52.222-21, Prohibition of Segregated Facilities (Feb 1999).
	[X]	52.222-26, Equal Opportunity (E.O. 11246).
	[X]	52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[X]	52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
	[X]	52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[]	52.225-3, Buy American Act - Supplies (41 U.S.C 10).
2582).	[X]	52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41.U.S.C. 10, 19 U.S.C. 2501-
	[]	52.225-18, European Union Sanction for End Products (E.O. 12849).
	[]	52.225-19, European Union Sanction for Services (E.O. 12849).
Program (41 U.S	[] .C. 10,	52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Pub. L. 103-187). []Alt I.
	[]	52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
	[]	52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
	ated as	Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions components:
	(Cont	racting Officer check as appropriate)

- [] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
 [] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 [] 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 [] 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 [] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).
- (d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS NEGOTIATION.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

I1.04 (Cont'd)

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:
 - 52.222-26, Equal Opportunity (E.O. 11246);
 - 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
 - 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

[] 252.205-7000	Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
[] 252.206-7000	Domestic Source Restriction, 10 U.S.C 2304
[X] 252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
[X] 252.225-7001	Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
[X] 252.225-7007	Buy American Act -Trade Agreements Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
[] 252.225-7012	Preference for Certain Domestic Commodities
[] 252.225-7014	Preference for Domestic Specialty Metals 10 U.S.C. 2341 note
[] 252.225-7015	Preference for Domestic Hand or Measuring Tools 10 U.S.C. 2241 note
[] 252.225-7021	Trade Agreements ([] Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
[] 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
[] 252.225-7028	Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
[] 252.225-7029	Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
[X] 252.225-7036	Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
[] 252.227-7015	Technical Data Commercial Items, 10 U.S.C. 2320
[] 252.227-7037	Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
[X] 252.243-7002	Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
[] 252.247-7024	Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

I1.05 (Cont'd)

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

[] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM #1 PREAWARD SOLICITATION PROVISIONS

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

- (a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.
- (1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that <u>all</u> end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (2) To be eligible for the HSB preference, the representation in (c)(2) below must state that <u>all</u> end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) SBSA/SDB PEA REPRESENTATION.	The small business concern represents as part of its offer that-
[] all	
[] not all	

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2)	HSB REPRESENTATIONS.	The small business concern represents as part of its offer that—
[] all	
[] not all	

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

K1.01-12 SMALL BUSINESS PROGRAM REPRESENTATIONS (CONT'D) (DESC FEB 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is <u>5172</u>.
 - (2) The small business size standard is 500.
- (3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.
 - (b) **DEFINITIONS.**
- (1) **Small business concern**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

- (2) Woman-owned small business concern, as used in this provision, means a small business concern-
- (i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

(c) NOTICE.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner:
 - (ii) Holding a management position in the firm, such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC MAR 1999)

- (a) **THE OFFER.** The offer (proposal) shall consist of the following items:
 - (1) Standard Form (SF) 1449, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.
- (2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.
- (3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.
- (4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) Exceptions.

- (i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.
- (ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) PAST PERFORMANCE SUBMISSION.

- (1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment 1) and submit a separate description of any past efforts to subcontract with small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses identifying highly successful efforts or any regulatory or subcontracting plan noncompliance. The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.
- (2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.
- (c) SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES). The offeror must provide a description of its efforts to ensure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known.

(DESC 52.215-9F80)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
 - (c) The telephone number of receiving facsimile equipment is <u>703-767-8506</u>.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

- (a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.
- (b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)
- (c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.
- (d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L44 PRICES (DFSC DEC 1991)

- (a) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.
- (b) <u>FOR PC&S ONLY:</u> The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. Unit prices shall not exceed five digits to the right of the decimal (e.g., \$1.03045). Prices offered that consist of more than five digits to the right of the decimal will be rounded to five digits to the right of the decimal for award purposes.

(DFSC 52.216-9F52)

L46 SINGLE UNIT PRICE REQUIRED (DFSC JUN 1996)

Subparagraph (b)(4) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

L54 SITE VISIT (DFSC OCT 1992)

- (a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.
 - (b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>Requirements-Type</u>, <u>Fixed Price with Economic Price Adjustment</u> contract resulting from this solicitation.

(FAR 52.216-1)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PROGRAM clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F06)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DFSC JUN 1997)

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

- (a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.
- (b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.
- (c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number	State(s) in which transporter
of Transportation Company	is authorized to operate

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

M55 CONVERSION FACTORS (DESC APR 1998)

- (a) This provision applies to all products except lubricating oils.
- (b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) **TABLE I.**

One Imperial Gallon = 1.20095 U.S. Gallons at the same temperature
One Liter = 0.264172 U.S. Gallons at the same temperature

One Cubic Meter (1,000 liters) = 6.2898 Barrels at the same temperature
One U.S. Barrel = 42 U.S. Gallons at the same temperature

One Kilometer = 0.62137 Miles
One Mile = 1.6093 Kilometers
One Nautical Mile = 1.15 Statute Miles

(2) TABLE II.

DENSITY TYPICAL

DENSITY TYPICAL							
PRODUCT	<u>@15°C</u> @	60°F					
	Kg/m ³	<u>API</u>	BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION	7160	66.0	0.001	260.66	1206.06	0.042	275.50
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OIL	<u>.S</u>						
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DIESEL FOELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
INTERMEDIATE FU	JEL OILS						
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.74	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
n 0 300	713.7	13.7	0.100	271.03	1020.00	0.572	270.01
JET FUELS							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
		_					22.20
KEROSINES (ALL)		42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL		37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLAT	Έ						
FUEL (F76)	044.2	26.0	7.460	212.42	1104.41	7.500	210.45
AND DFW (F75)	844.3	36.0	7.463	313.43 179	1184.41	7.582	318.46
				1/9			

(3) TABLE III.

PRODUCT	ASSUMED DENSITY 20 deg C/20 deg C			
	g/mL	lb/gal	Kg/gal	
FSII DIEGME	1.025	8.561	3.884	
			(DESC 52.215-9F0	5)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC DEC 1993)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference, adjusted by the anticipated percentage of on-highway use as shown in the delivery schedule, will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F02)

M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC MAR 1998)

- (a) APPLICATION. This provision applies only after all price evaluation factors have been considered.
- (b) BASIS OF AWARD.
- (1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors, which are in descending order of importance:
 - (i) Price;
 - (ii) Past Performance; and
 - (iii) Socioeconomic Commitment.

The relative influence of price, past performance, and socioeconomic commitment will depend on the differences among the competing offerors, and not on any predetermined, fixed, weighted arrangements or trade-off formula. Price is more important than past performance and price combined with past performance is significantly more important than socioeconomic commitment.

- (2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government among price, past performance, and socioeconomic commitment. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the offeror's record of past performance and socioeconomic commitment.
- (c) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(d) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on preestablished standards, the quality of the offeror's past performance. This may include any aspect of past performance related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor past performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship; to adhere to contract schedules, including the administrative aspects of performance; to provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or to display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

M72.02 (Cont'd)

- (2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.
 - (3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:
- (i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.
- (ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.
- (iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small, small disadvantaged, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(e) EVALUATION OF SOCIOECONOMIC COMMITMENT.

- (1) The socioeconomic proposal provided by the offeror will be evaluated as follows:
 - (i) As a separate factor, for the offeror's proposal under this solicitation; and
 - (ii) As an element of the Business Relations subfactor of the Past Performance Factor.
- (2) The Government will evaluate, based on preestablished standards, the extent to which an offeror proposes to use small, small disadvantaged, and women-owned small businesses. An offeror that demonstrates greater commitment to partnering and subcontracting with small, small disadvantaged, and women-owned small businesses will receive more favorable ratings. An offeror with higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses generally will receive more favorable ratings. An offeror's current efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be considered.
- (3) The offeror's proposal for socioeconomic support will be made a part of any resultant contract for use in determining how well the Contractor adheres to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor performs. This determination may be used in future best value decisions.
- (f) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in price, past performance, and socioeconomic commitment. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. If, in any paired comparison, the offerors are equal in the elements of price and past performance, then the offeror with the superior socioeconomic evaluation will represent the better value. The Government will continue to make paired comparisons in this manner until is has identified the offeror that represents the best value based on price, past performance, and socioeconomic commitment. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

LIST OF ATTACHMENTS

DD Form 1707: INFORMATION TO OFFERORS OR QUOTERS

SF Form 1449: SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS

Offeror Submission Package Contractor Performance Data Sheet Base Reference Prices

State Listing of Solicited Items

Cover Sheet Page 1 Separate Cover Attachment 1 Attachment 2 Attachment 3

ADDENDUM #2 POSTAWARD CONTRACT CLAUSES

B18 SET-ASIDE QUANTITIES (DESC FEB 1968)

The total quantities set aside by item and destination are as follows:

ITEM NO.	PRODUCT	TOTAL <u>QUANTITY</u>	NON-SET-ASIDE QUANTITY	SET-ASIDE QUANTITY	DESTINATION
710-46/469	Fuel Oil, Burner #2	2,700,000 USG	1,350,000 USG	1,350,000 USG	Quantico, VA
714-46/469	Fuel Oil, Burner #2	2,100,000 USG	1,050,000 USG	1,050,000 USG	Quantico, VA

(DESC 52.207-9F05)

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

- (a) **WARRANTIES.** The Contractor warrants that--
 - (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;
 - (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.
- (b) **DEFINITIONS.** As used throughout this clause, the term--
 - (1) Base price means--
 - (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (2) **Base reference price** means the preselected reference price for an item as published on <u>March 01, 1999</u>. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.
- (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
 - (4) Date of delivery means--
 - (i) FOR TANKER OR BARGE DELIVERIES.
 - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
 - (B) F.O.B. DESTINATION. The date and time vessel commences discharging.
 - (ii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received on a truck-by-truck basis.
 - (5) Calendar week means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1)

below.

and

- (c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.
 - (1) DAY OF PUBLICATION.
- (i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

B19.19 (Cont'd)

- (ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.
- (2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.
 - (i) If averages are published within a given publication, then these averages will be used.
 - (ii) If averages are not available within a given publication, manually calculated averages will be used.
 - (3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--
 - (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
 - (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

- (4) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.
- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed <u>60</u> percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.
- (d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
 - (f) **PUBLICATIONS:** The following publication(s) is (are) used:
- a) OPIS Oil Price Information Service PAD Reports Average price for the city and product noted.
- b) <u>Platt's</u> Platt's Oilgram Price Report Five-Day Rolling Averages Table <u>5 Days Ending</u> on Friday. The average of the high and low price for the location and product noted.

(DESC 52.216-9FW1)

REGION 3

PETROLEUM MARKET AREAS

<u>STATE</u> <u>COUNTIES</u>

<u>Delaware</u> ALL

District of Columbia ALL

Indiana

A. Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jefferson, Knox, Martin, Orange, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington

B. Dearborn, Decatur, Fayette, Franklin, Ohio, Ripley, Rush, Union

C. Adams, Allen, Benton, Carroll, Cass, De Kalb,
 Elkhart, Fulton, Huntington, Jasper, Kosciusko,
 La Porte, Lagrange, Lake, Marshall, Miami,
 Newton, Noble, Porter, Pulaski, St. Joseph, Starke,
 Steuben, Wabash, Wells, White, Whitley

 D. Bartholomew, Blackford, Boone, Brown, Clay, Clinton, Delaware, Fountain, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Jackson, Jay, Jennings, Johnson, Lawrence, Madison, Marion, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Randolph, Shelby, Sullivan, Tippecanoe, Tipton, Vermillion, Vigo, Warren, Wayne

A. Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Marshall, McCracken

B. Adair, Allen, Barren, Butler, Casey, Clay, Clinton, Cumberland, Edmonson, Green, Hart, Laurel, Logan, Metcalfe, Monroe, Russell, Simpson, Taylor, Todd, Warren

C. Anderson, Boone, Boyle, Breckinridge, Bullitt, Caldwell, Campbell, Carroll, Christian, Crittenden, Daviess, Franklin, Gallatin, Grant, Grayson, Hancock, Hardin, Henderson, Henry, Hopkins, Jefferson, Kenton, Larue, Lyon, Marion, McLean, Meade, Mercer, Muhlenberg, Nelson, Ohio, Oldham, Owen, Pendleton, Shelby, Spencer, Trigg, Trimble, Union, Washington, Webster

D. Bath, Bell, Bourbon, Boyd, Bracken, Breathitt, Carter, Clark, Elliott, Estill, Fayette, Fleming, Floyd, Garrard, Greenup, Harlan, Harrison, Jackson, Jessamine, Johnson, Knott, Knox, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Madison, Magoffin, Martin, Mason, McCreary, Menifee, Montgomery, Morgan, Nicholas, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Wayne, Whitley, Wolfe, Woodford

Kentucky

Maryland

Ohio

Tennessee

A. Allegany, Garrett

- B. Calvert, Charles, Montgomery, Prince Georges, St. Marys
- C. Ann Arundel, Baltimore, Caroline, Carroll, Cecil,
 Dorcester, Frederick, Harford, Howard, Kent, Queen
 Anne's, Somerset, Talbot, Washington, Wicomico,
 Worcester, Independent City of Baltimore
- A. Adams, Brown, Butler, Clermont, Clinton, Gallia, Hamilton, Highland, Jackson, Lawrence, Meigs, Pike, Preble, Scioto, Vinton, Warren
- B. Belmont, Carroll, Columbiana, Harrison, Jefferson, Mahoning, Monroe, Noble, Washington
- C. Allen, Athens, Auglaize, Champaign, Clark, Coshocton, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Holmes, Knox, Licking, Logan, Madison, Marion, Mercer, Miami, Montgomery, Morgan, Morrow, Muskingum, Perry, Pickaway, Ross, Shelby, Tuscarawas, Union, Van Wert
- D. Ashland, Ashtabula, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Huron, Lake, Lorain, Lucas, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Wayne, Williams, Wood, Wyandot
- A. Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton
- Bedford, Benton, Cannon, Carroll, Cheatham, Coffee,
 Davidson, Decatur, DeKalb, Dickson, Franklin, Giles, Hardin,
 Henderson, Henry, Hickman, Houston, Humphreys, Lawrence, Lewis,
 Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry,
 Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Warren,
 Wayne, Weakley, Williamson, Wilson
- C. Anderson, Bledsoe, Blount, Bradley, Campbell, Carter, Claiborne, Clay, Cocke, Cumberland, Fentress, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Jackson, Jefferson, Johnson, Knox, Loudon, Marion, McMinn, Meigs, Monroe, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Scott, Sequatchie, Sevier, Sullivan, Unicoi, Union, Van Buren, Washington, White

SP0600-99-R-0059

Virginia* A. Lee

B. Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, Loudoun, Madison, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Stafford, Warren

C. Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, King & Queen, King George, King William, Lancaster, Louisa, Lunenberg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Spotsylvania, Westmoreland

- D. Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Campbell, Carroll, Charlotte, Craig, Dickenson, Floyd, Franklin, Giles, Grayson, Halifax, Henry, Highland, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe
- E Accomack, Gloucester, Isle of Wight, James City, Mathews, Northampton, Southampton, Surry, Sussex, York

Market Area

Virginia Independent Cities

A	None
В	Alexandria, Fairfax, Falls Church, Harrisonburg, Manassas, Manassas Park, Winchester
С	Charlottesville, Colonial Heights, Emporia, Franklin, Fredricksburg, Hopewell, Petersburg, Richmond
D	Bedford, Bristol, Buena Vista, Clifton Forge, Covington, Danville, Galax, Lexington, Lynchburg, Martinsville, Norton, Radford, Roanoke, Salem, South Boston, Staunton, Waynesboro
Е	Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

^{*} Virginia contains independent cities, which are administered separately from counties. Each independent city should be included in the surrounding or contiguous market area. Attached is a listing of independent cities and the market areas in which they should be included.

West Virginia

- A. Berkeley, Jefferson, Morgan
- Barbour, Brooke, Doddridge, Grant, Hampshire,
 Hancock, Hardy, Harrison, Marion, Marshall,
 Mineral, Monongalia, Ohio, Pendleton, Pleasants,
 Preston, Randolph, Ritchie, Taylor, Tucker, Tyler,
 Wetzel, Wood
- C. Greenbrier, Mercer, Monroe, Pocahontas, Summers
- D. Boone, Braxton, Cabell, Calhoun, Clay, Fayette,
 Gilmer, Jackson, Kanawha, Lewis, Lincolin, Logan,
 Mason, McDowell, Mingo, Nicholas, Putnam,
 Raleigh, Roane, Upshur, Wayne, Webster, Wirt,
 Wyoming

GASOLINES*

<u>STATE</u>	MARKET AREA	ESCALATION REFERENCES
<u>Delaware</u>	ALL	OPIS Wilmington
District of Columbia	ALL	OPIS Fairfax, VA
<u>Kentucky</u>	A B C D	OPIS Memphis, TN OPIS Chattanooga, TN OPIS Louisville OPIS Lexington
<u>Indiana</u>	A B C D	OPIS Louisville, KY OPIS Cincinnati, OH OPIS Chicago, IL OPIS Indianapolis
<u>Maryland</u>	A B C	OPIS Pittsburgh, PA OPIS Fairfax, VA OPIS Baltimore
<u>Ohio</u>	A B C D	OPIS Cincinnati OPIS Pittsburgh, PA OPIS Columbus OPIS Cleveland
<u>Tennessee</u>	A B C	OPIS Memphis OPIS Nashville OPIS Chattanooga
<u>Virginia</u>	A B C D E	OPIS Chattanooga, TN OPIS Fairfax OPIS Richmond OPIS Roanoke OPIS Norfolk
West Virginia	A B C D	OPIS Baltimore, MD OPIS Pittsburgh, PA OPIS Roanoke, VA OPIS Charleston

*NOTES

CLEAR/OXYGENATED GASOLINE

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (nonoxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

RVP REQUIREMENTS FOR GASOLINE

- a) OPIS Louisville, KY—All regular, midgrade, and premium unleaded gasoline items in the following Indiana Counties: Clark and Floyd require 7.8 RVP during the summer. The requirement is handled by using Reformulated Gasoline without the oxygenate (RBOB). This meets the low RVP specification. Therefore any requirements for gasoline in Clark and Floyd counties in Indiana should use OPIS Louisville, KY RFG Average from May through September.
- b) **OPIS Memphis, TN**—All regular, midgrade, and premium unleaded gasoline items in the following Tennessee counties: **Shelby**, should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Memphis, TN reference should use the 9.0 RVP price at all times.

c) **OPIS Nashville, TN**—All regular, midgrade, and premium unleaded gasoline items in the following Tennessee counties: **Davidson, Rutherford, Sumner, Williamson, and Wilson** should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Nashville, TN reference should use the 9.0 RVP price at all times.

NO. 2 DISTILLATE HIGH SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
<u>Delaware</u>	ALL	OPIS Wilmington
District of Columbia	ALL	OPIS Fairfax, VA
Kentucky	A	OPIS Memphis, TN
	В	OPIS Chattanooga, TN
	С	OPIS Louisville
	D	OPIS Lexington
<u>Indiana</u>	A	OPIS Louisville, KY
	В	OPIS Cincinnati, OH
	C	OPIS Chicago, IL
	D	OPIS Indianapolis
Maryland	A	OPIS Pittsburgh, PA
	В	OPIS Fairfax, VA
	C	OPIS Baltimore
Ohio	A	OPIS Cincinnati
	В	OPIS Pittsburgh, PA
	С	OPIS Columbus
	D	OPIS Cleveland
<u>Tennessee</u>	A	OPIS Memphis
	В	OPIS Nashville
	C	OPIS Chattanooga
Virginia	A	OPIS Chattanooga, TN
	В	OPIS Fairfax
	C	OPIS Richmond
	D	OPIS Roanoke
	Е	OPIS Norfolk
West Virginia	A	OPIS Baltimore, MD
	В	OPIS Pittsburgh, PA
	C	OPIS Roanoke, VA
	D	OPIS Charleston

^{*} NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO

NO. 2 DISTILLATE LOW SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
<u>Delaware</u>	ALL	OPIS Wilmington
<u>District of Columbia</u>	ALL	OPIS Fairfax, VA
<u>Kentucky</u>	A B C D	OPIS Memphis, TN OPIS Chattanooga, TN OPIS Louisville OPIS Lexington
<u>Indiana</u>	A B C D	OPIS Louisville, KY OPIS Cincinnati, OH OPIS Chicago, IL OPIS Indianapolis
Maryland	A B C	OPIS Pittsburgh, PA OPIS Fairfax, VA OPIS Baltimore
Ohio	A B C D	OPIS Cincinnati OPIS Pittsburgh, PA OPIS Columbus OPIS Cleveland
<u>Tennessee</u>	A B C	OPIS Memphis OPIS Nashville OPIS Chattanooga
<u>Virginia</u>	A B C D E	OPIS Chattanooga, TN OPIS Fairfax OPIS Richmond OPIS Roanoke OPIS Norfolk
West Virginia	A B C D	OPIS Baltimore, MD OPIS Pittsburgh, PA OPIS Roanoke, VA OPIS Charleston

^{*} NOTE: Applies to DL2, DLS, LS2, LSS

NO. 1 DISTILLATE HIGH SULFUR AND LOW SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
<u>Delaware</u>	ALL	OPIS Baltimore, MD Low Sulfur
District of Columbia	ALL	OPIS Fairfax, VA Low Sulfur
<u>Kentucky</u>	A B C D	OPIS Memphis, TN Low Sulfur OPIS Chattanooga, TN Low Sulfur OPIS Louisville Low Sulfur OPIS Louisville Low Sulfur
<u>Indiana</u>	A B C D	OPIS Louisville, KY Low Sulfur OPIS Cincinnati, OH Low Sulfur OPIS Chicago, IL Low Sulfur OPIS Indianapolis Low Sulfur
<u>Maryland</u>	A B C	OPIS Pittsburgh, PA Low Sulfur OPIS Fairfax, VA Low Sulfur OPIS Baltimore Low Sulfur
<u>Ohio</u>	A B C D	OPIS Cincinnati Low Sulfur OPIS Pittsburgh, PA Low Sulfur OPIS Columbus Low Sulfur OPIS Cleveland Low Sulfur
<u>Tennessee</u>	A B C	OPIS Memphis Low Sulfur OPIS Nashville Low Sulfur OPIS Chattanooga Low Sulfur
<u>Virginia</u>	A B C D E	OPIS Chattanooga, TN Low Sulfur OPIS Fairfax Low Sulfur OPIS Richmond Low Sulfur OPIS Roanoke Low Sulfur OPIS Norfolk Low Sulfur
West Virginia	A B C D	OPIS Baltimore, MD Low Sulfur OPIS Pittsburgh, PA Low Sulfur OPIS Roanoke, VA Low Sulfur OPIS Charleston Low Sulfur

^{*} NOTE: Applies to DF-1, Kerosene 2-K, FS1 (Burner Oil), HS1, DL-1, Kerosene 1-K, LS1, LSW

NO. 4 FUEL OIL

<u>State</u>	MARKET AREA	PRODUCT AND ESCALATION REFERENCE
<u>District of Columbia</u>	ALL	No.4 Burner Oil, 0.5% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1%Max
		No.4 Burner Oil, 1% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
Maryland	В	No.4 Burner Oil, 1% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
<u>Virginia</u>	В	No.4 Burner Oil, 1% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	С	No. 4 Burner Oil, 1.7% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 10% Platts Hi Sulfur Resid Fuel Oil NY 2.2% 40% Platts Hi Sulfur Resid Fuel Oil NY 3.0%
	E	No.4 Burner Oil, 0.5% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1% Max
		No.4 Burner Oil, 1% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
		No.4 Burner Oil, 2.4% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 50% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

NO. 5 FUEL OIL

<u>STATE</u>	MARKET AREA	PRODUCT AND ESCALATION REFERENCE
<u>Virginia</u>	E	No.5 Burner Oil Light, .75% Max Sulfur 40% Platts Gasoil/Heating Oil NY Cargo 60% Platts Low Sulfur Resid Fuel Oil NY Cargo 1% Max No.5 Burner Oil Light, 2.0% Max Sulfur
		40% Platts Gasoil/Heating Oil NY Cargo 60% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

NO. 6 FUEL OIL

<u>State</u>	MARKET AREA	PRODUCT AND ESCALATION REFERENCE
<u>Delaware</u>	ALL	No.6 Burner Oil, 0.5% Max Sulfur Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP
Maryland	В	No.6 Burner Oil, 1.0% Max Sulfur Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max
		No.6 Burner Oil, 2.0% Max Sulfur 50% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max 50% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%
	С	No.6 Burner Oil, 2.0% Max Sulfur 50% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max 50% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%
<u>Virginia</u>	В	No.6 Burner Oil, 1.0% Max Sulfur Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max
	E	No.6 Burner Oil, 0.5% Max Sulfur Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP
		No.6 Burner Oil, 2.4% Max Sulfur 80% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2% 20% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0%

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 1999)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. ASTM D 4814 applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE (6)	AKI, MINIMUM (1)
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91
(1) The following oxygenates	are permitted at this time:	
<u>OXYGENATE</u>		VOLUME % ALLOWED
Ethanol (only during th	e oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl etl	her (MTBE)	15.0 max.
Ethyl tertiary-butyl ethe	er (ETBE)	17.0 max.

C16.69 (Cont'd)

- (2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
 - (3) In addition to an AKI of 87 minimum, the MON must not be less than 82.
- (4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.
- (b) GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE		AKI, MINIMUM (1)
9130-01-090-1093	Gasohol, Regular Unleaded	87	
9130-01-355-2393	Gasohol, Midgrade Unleaded	89	
9130-01-090-1094	Gasohol, Premium Unleaded	91	

- (1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
- (2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.
 - (c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND

PREMIUM. ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE		AKI, MINIMUM (1)
9130-01-388-4080	Reformulated Gasoline, Regular	87	
9130-01-388-4513	Reformulated Gasoline, Midgrade	89	
9130-01-388-4524	Reformulated Gasoline, Premium	91	

- (1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
- (2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by inline blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.
- (d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.
- (1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

LOW SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED DYE
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED DYE
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

- (i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.
- (ii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.
- (2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

LOW SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	CONTENT	RED DYE
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR CONTENT	RED DYE
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

- (i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.
- (ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

- (3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.
- (4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10^oF (-12^oC). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--
- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.
 - (e) FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6. ASTM D 396 applies.

NATIONAL STOCK NUMBER PRODUCT NOMENCLATURE Fuel Oil, Burner 1 9140-00-247-4366 9140-00-247-4365 Fuel Oil, Burner 2 9140-01-107-6139 Fuel Oil, Burner 4 (Light) 9140-00-247-4360 Fuel Oil, Burner 4 9140-01-058-4431 Fuel Oil, Burner 5 (Light) 9140-00-247-4359 Fuel Oil, Burner 5 (Heavy) 9140-00-247-4354 Fuel Oil, Burner 6

- (1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or state/local environmental requirements, whichever is more stringent.
- (2) FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6. All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>CO1</u>	ALLOWABLE NSTITUENT/PROPERTY	TEST METHOD ¹	REQUIRED <u>DETECTION LIMIT</u>	MAXIMUM LEVEL
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3} 0.2 ppm ma	x 2 ppm max	
3.	Chromium	EPA SW-846 6010 ^{2,3} 1.0 ppm ma	x 10 ppm max	
4.	Lead	EPA SW-846 6010 ^{2,3} 10 ppm max	100 ppm max	
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

- 1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
- 2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- 3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

C16.69 (Cont'd)

- 4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
- 5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- (3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

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[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE, ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN ROAD, SUITE 4950 FORT BELVOIR VA 22060-6222

	Offeror's EPA Identification Number:	
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- (5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.
- (6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

3 6 4 3773 67 73 6

DEGG

(f) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	CONTENT	RED DYE
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

C16.69 (Cont'd)

HIGH SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	<u>CONTENT</u>	RED DYE
9140-00-242-6748	Kerosene, Grade No. 2-K	KS2	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

C16.69-3 SPECIFICATIONS (CONT'D) (REGION 3) (DESC NOV 1995)

GASOLINE REFORMULATION REQUIREMENTS. In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to Federal regulations for oxygen content. The requirements compiled below are based on information published by the EPA in the Federal Register dated February 16,1994, by the Delaware Department of Natural Resources and Environmental Control and by the State of Maryland MSCP. These requirements reflect the impact of Federal and State regulations and are subject to change before or during the contract performance period.

LOCATION	<u>PERIOD</u>	MINIMUM OXYGEN CONTENT
DELAWARE COUNTIES	Year Round	2.0 Wt%
Kent, New Castle, Sussex		
DISTRICT OF COLUMBIA	Year Round	2.0 Wt%
INDIANA COUNTIES	Year Round	2.0 Wt%
Lake, Porter		
KENTUCKY COUNTIES Boone, Bullitt (part), Campbell, Jefferson,	Year Round	2.0 Wt%
Kenton, Oldham (part)		
MARYLAND CITIES	Year Round	2.0 Wt%
Baltimore		

MARYLAND COUNTIESYear Round2.0 Wt%

Anne Arundel, Baltimore, Calvert, Carroll, Cecil, Charles, Frederick, Harford, Howard, Kent, Montgomery, Prince George's, Queen Anne's

VIRGINIA CITIES Year Round 2.0 Wt%

Alexandria, Chesapeake, Colonial Heights, Fairfax, Falls Church, Hampton, Hopewell, Manassas, Manassas Park, Newport News, Norfolk, Poqoson, Portsmouth, Richmond, Suffolk, Virginia Beach, Williamsburg

VIRGINIA COUNTIES Year Round 2.0 Wt%

Arlington, Charles City, Chesterfield, Fairfax, Hanover, Henrico, James City, Loudoun, Prince William, Stafford, York

(DESC 52.246-9FY1)

THE FOLLOWING CLAUSE APPLIES TO--

- 1. ALL LUBRICATING OIL DELIVERIES.
- 2. ALL AVIATION FUEL DELIVERIES.
- 3. ALL BULK DELIVERIES; <u>EXCEPT</u> FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1998)

(a) **QUALITY CONTROL PLAN.**

- (1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.
- (2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.
- (3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:
 - (i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;
- (ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;
- (iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;
- (iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;
- (v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;
- (vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

- (vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause;
- (viii) LOADING AND SHIPPING TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS. Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.
 - (A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:
- (B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;
- (C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and
- (D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.
 - (ix) LOADING AND SHIPPING TANKERS AND BARGES.
- (A) **For f.o.b. destination Contractor-supplied tankers/barges**. State procedures to be used to ensure vessels are suitable to load the intended product.
- (B) For f.o.b. origin Government supplied tanker/barges. Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off_specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.
- (C) For both f.o.b. origin and destination supplied tankers/barges. Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.

- (x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).
- (xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.
- (4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.
 - (5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.
- (6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.
- (b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.
- (c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.
- (d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.
- (e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.
- (f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.
- (g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED TYPE OF SAMPLE		TYPE OF TEST				
Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)				
2. Shipping Line (All Modes):	Prior to Loading/Shipping	Line					
Dedicated Line			С				
Common Line			В				
3. Custody Transfer Point	Immediately After Start of Shipment	Line	С				
Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only				
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected				
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected				
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density				
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	В				
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected				
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: When loading lubes and FSII				

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD				
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch				
Drummed Additives	1 Liter	When Stocks Exhausted				
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils	45 Days				
	10 Liters - for all other Fuels					
Composite Line	20 Liters - for Aviation Fuels and	45 Days				
(Tanker/Barge)	Lubricating Oils					
	10 Liters - for all other Fuels					
Composite Line	20 Liters - for Aviation Fuels and	45 Days				
(Pipeline)	Lubricating Oils					
	10 Liters - for all other Fuels					
Tank Truck/Car,	1 Liter	15 Days				
Intermodal Container		(Lubes - 45 days)				
Tanker/Barge Composite	20 Liters - for Aviation Fuels and	45 Days				
	Lubricating Oils					
	10 Liters - for all other Fuels					
Tanker/Barge	0.5 Liter	45 Days				
Each Compartment						

TABLE III

DEFINITIONS OF TEST SERIES

I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.

II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

	AVGA	\S	TURB FUEL		MOGA	AS	DIESE		BURN FUEL		LUBE	S	FSII
TEST PROPERTIES	В	С	В	С	В	С	В	C	В	C	В	С	С
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean <i>or</i> Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	*

- \ast THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.
- (1) Only ASTM D 892 sequences 1 and 2 will be performed.

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

TABLE IV

	PRODUCT TO BE LOADED						
LAST PRODUCT CARRIED (2)	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII		
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY		
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)		
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)		
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD		
LUBRICATING OILS JET FUEL JPTS, JP-7	NO LOAD DRAIN EMPTY	NO LOAD DRAIN EMPTY	STEAM DRY DRAIN EMPTY	DRAIN EMPTY (A) STEAM DRY	NO LOAD STEAM DRY		
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY		

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

THE FOLLOWING CLAUSE, WHEN USED IN CONUS AND ALASKA POSTS, CAMPS, AND STATIONS SOLICITATIONS, APPLIES TO PRODUCT DELIVERED BY BARGE. WHEN USED IN DOMESTIC BUNKERS SOLICITATIONS, IT APPLIES TO DISTILLATE PRODUCTS (F76, DF2, AND MGO) DELIVERED BY ALL MODES, BUT DOES NOT APPLY TO LOCATIONS IN ALASKA, PUERTO RICO, VIRGIN ISLANDS, AND AMERICAN SAMOA (PAGO PAGO).

E4 INSPECTION AND ACCEPTANCE (DESC NOV 1991)

- (a) **INSPECTION.** When Government inspection is required, it will be performed by the Quality Representative assigned responsibility over the location where loading takes place. In order that such inspection can be accomplished, the Contractor will provide the Quality Office, upon receipt of an order, with the following information, at least 24 hours prior to delivery (5 days, if possible):
 - (1) Contract number and order number;
 - (2) Specification and nomenclature of product;
 - (3) Date and time of shipment;
 - (4) Name and location of refinery of supplies ordered and furnished;
 - (5) Identity of conveyance and consignee; and
 - (6) Quantity to be shipped.

(b) ACCEPTANCE.

- (1) Acceptance by the Government of supplies ordered and furnished shall be at origin on f.o.b. origin deliveries.
- (2) Acceptance by the Government of supplies ordered and furnished shall be at destination on f.o.b. destination deliveries.
- (c) QUALITY OFFICES AND AREAS. A List of Quality Offices and Areas will be furnished to successful offerors. (DESC 52.246-9FJ1)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

- (a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

E5 (Cont'd)

- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. (DESC 52.246-9FQ1)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.
- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

E35.02 (Cont'd)

- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
 - (1) Consideration commensurate with the extent of nonconforming supplies; and
 - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) SOURCE RESTRICTION.

- (1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.
- (2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.
 - (3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) **SOURCE INSPECTION.**

- (1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.
 - (2) At the time the change becomes effective--
 - (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
 - (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.
- (c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

THE FOLLOWING CLAUSE, WHEN USED IN POSTS, CAMPS, AND STATIONS CONUS AND ALASKA SOLICITATIONS, APPLIES ONLY TO PRODUCT DELIVERED BY BARGE.

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

<u>IMPORTANT NOTE</u> on **EPA TESTING OF UNDERGROUND TANKS.** If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

- (a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—
 - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon-
- (1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

F1.01-1 (Cont'd)

- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
- (4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
- (5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
- (6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.
 - (7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—
- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.
- (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time. (DESC 52.247-9FH5)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996)

- (a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.
- (b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.
- (c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC FEB 1999)

- (a) **QUANTITY**. The quantity of supplies furnished under this contract shall be determined as follows:
 - (1) DELIVERIES INTO OR BY TANKER/BARGE.
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Shore tank measurements; or
 - (b) Calibrated meter.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.
 - (ii) F.O.B. DESTINATION.
 - (A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of-
 - (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
 - (b) Gauging the receiving shore tank; or
 - (c) Gauging the tanker/barge before and after delivery.
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
 - (2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Certified capacity tables of the conveyance loaded;
 - (b) Calibrated meter; or
 - (c) Weight, using calibrated scales.
 - (B) The Government has the right to have a representative present to witness the measurement of quantity.
- (ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

F1.09-2 (Cont'd)

of--

- (A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--
 - (B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis
 - (a) Weight, using calibrated scales; or
 - (b) A calibrated meter on the receiving tank system.
- (C) If the Government does not require method (a)(2)(ii)(A) above or elects to use method (a)(2)(ii)(B) above, the Contractor may elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:
 - (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
 - (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.
- (d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.
 - (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
 - (iii) WATER BOTTOMS.
 - (A) Every delivery must be free of all water bottoms prior to discharge; and
 - (B) The Contractor is responsible for their removal and disposal.
- (b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--
 - (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
 - (2) All product volumes measured by meters on the (receiving) tank system;
 - (3) All product volumes determined by weight using a calibrated scale;
 - (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.
- (c) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.
- (i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.
- (ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
 - (iii) If the original measurement is by weight and quantity is required by U.S. gallons, then-
- (A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.
 - (B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
- (2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour
·
(2) Rate for detention beyond free time:
The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS**. Detention costs <u>do not</u> apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

- (a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.
- (b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number	State(s) in which transporter
of Transportation Company	is authorized to operate

(DESC 52.247-9FJ5)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

- (a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:
 - (1) Ordering period begins: <u>Date of Award</u> and ends: <u>31 July 2002</u>.
 - (2) Delivery period begins: 01 August 1999 and ends: 30 days after end of ordering period.
- (b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)

- (a) On items calling for delivery f.o.b. destination by means of barge--
- (1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.
- (2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

F16 (Cont'd)

- (3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--
- (i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or
- (ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.
- (4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.
- (5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.
 - (6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.
- (7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.
 - (8) The term **barge**, as used herein, shall include lake tankers.
- $\mbox{(b) BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.} \\$
- (1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

 ITEM
 FREE TIME ALLOWED
 BARGE
 TUG
 OTHER

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

(DESC 52.247-9FF1)

F20.02 AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATION) (DESC MAR 1999)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

- (a) The Ordering Officer shall furnish the Contractor--
 - (1) A map or other written information indicating the location and capacity of each receiving tank;
 - (2) A record of deliveries to each tank during the previous heating season; and
 - (3) A description of any restricted areas and any special procedures to be followed, if any.
- (b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7 a.m. and 7 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.
- (c) The Contractor shall establish and maintain a delivery schedule that will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(4) of the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.
- (d) The Contractor shall prepare the receipt document (DD Form 250) and submit a corresponding invoice for each item for no more or less than the total daily delivered quantity at a particular activity.
- (e) Each receipt document (DD Form 250) prepared and submitted to the Government for "Automatic Fill-Up" deliveries shall record the quantity delivered into each individual tank for the particular delivery day as depicted on the DD Form 250 continuation sheet. Identification of the individual tank shall be in the same manner as identified by the Activity.

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

- (a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).
- (b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

F105 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to-
 - 10 Percent increase
 - 10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor):													I
							CF						

G9.06 (Cont'd)

(b) Check Remittance Address:							
(DO NOT EXCEED 30 CHARACTERS PER LINE)							
 (c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up). <u>Leave blank if check is to be mailed</u>. 							
(DO NOT EXCEED 25 CHARACTERS)							
(d) Narrative Information (special instructions).							
(DO NOT EXCEED 153 CHARACTERS)							
(DESC 52.232-9F55)							
G9.07-3 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (PC&S) (DESC OCT 1997) (REV) (a) This clause applies only to PC&S payments made by DFAS Columbus, OH. (b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:							
NAME OF RECEIVING BANK: (DO NOT EXCEED 29 CHARACTERS)							
CITY AND STATE OF RECEIVING BANK:							
AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK							

G9.07-3 (Cont'd)					
ACCOUNT TYPE CODE: (Contractor to designate one)					
[] CHECKING TYPE 22					
[] SAVINGS TYPE 32					
RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES:					
RECIPIENT'S NAME:					
STREET ADDRESS:					
CITY AND STATE:					
<u>NOTE</u> : Additional information may be entered in <u>EITHER</u> paragraph (c) <u>OR</u> paragraph (d) below. Total space available for information entered in (c) \underline{OR} (d) is 153 characters.					
(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:					
(DO NOT EXCEED 153 CHARACTERS)					
OR					
(d) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information <u>must</u> be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.					

(DO NOT EXCEED 153 CHARACTERS)

G9.07-3 (Cont'd)

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.
 - (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (g) In the event CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

- (1) Payment will not be made through the Federal Reserve Wire Transfer System. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.
- (2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.
- (3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.
 - (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ5)

G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

- (1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.
- (c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).
- (d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
 - (1) The contract number to which this notice applies.
 - (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) For ACH payments only:

agent.

- (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
- (5) For Federal Reserve Wire Transfer System payment only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.
- (ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

G9.09 (Cont'd)

(e) SUSPENSION OF PAYMENT.

- (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (f) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

- (1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.
- (i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.
- (k) **CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

G9.10 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)

(a) METHOD OF PAYMENT.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (b) of this clause. As used in this clause, the term **EFT** refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (a) of this clause).
- (b) **ALTERNATIVE CONTRACTOR CERTIFICATION.** If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database, that is does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All Contractor certifications will expire on January 1, 1999.
- (c) **CONTRACTOR'S EFT INFORMATION.** Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (d) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.
- (e) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (f) **CONTRACTOR EFT ARRANGEMENTS.** If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (e) of this clause shall apply.
- (h) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (k) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) of delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)

(a) **CONTRACTOR PASSWORD.** The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.

- (1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.
- (2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.
- (3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.
- (4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) COMMERCIAL RECEIPTS.

- (1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:
 - (i) Item number;
 - (ii) Order number;
 - (iii) Type of fuel delivered;
 - (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
 - (vi) Tank identifier determined by the base; and
 - (vii) Any other required information specified in the narrative of the Schedule for the item.
- (2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE" where applicable.
- (d) PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE. At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

G150.03-1 (Cont'd)

- (1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The shipment date field automatically fills with the current date, which the Contractor will correct if necessary; the shipment date must reflect the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets with load quantities corrected to 60°F; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause. If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.
- (2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:
 - (i) The commercial ticket number;
- (ii) The quantity indicated on the commercial receipt, determined in accordance with the DETERMINATION OF OUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION)clause.)

- (3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:
- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature.
- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.
 - (4) The Government's Authorized Representative will either—
- (i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR
- (ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity's rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)
- (5) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(4)(ii) above) as soon as possible.
- (6) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "CORRECTED COPY." As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.
- (7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.
- (8) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

G150.03-1 (Cont'd)

- (9) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.
- (e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is required <u>except</u> in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM clause.

(f) PAYMENT.

- (1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.
- (2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.
- (g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Both detention costs (allowable only for tank truck deliveries) and demurrage costs for barge deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER SATPC-L NEW CUMBERLAND, PA 17070-5008

I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 1999)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

- (a) **Exceptions** to the use of electronic invoicing are limited to the following:
- (1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.
 - (2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.
 - (b) In the event of an exception to invoicing identified above, the Contractor shall--
- (1) Fax its invoice to DFAS-CO-LF at the following fax number: (614) 693-0670. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CO-LF) at 1-800-453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.
 - (2) Include the Contractor's fax number on each document transmitted.
- (3) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LF specifically requests it.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.
- (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) **Data Universal Numbering System** + **4** (**DUNS**+**4**) **number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

I1.07 (Cont'd)

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at http://ccr.edi.disa.mil.

(DFARS 252.204-7004)

111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action,** as used herein, means the termination for cause, including any associated reprocurement effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
 - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JAN 1999)

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:
- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON	PERCENTAGE OF ALCOHOL
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

- (2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.
 - (3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.
 - (4) DIESEL AND NONAVIATION GRADE KEROSENE FUEL.
- (i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.
- (ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.
 - (5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.
- (6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

- (b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.
 - (c) CALIFORNIA SALES AND USE TAX. All contract prices exclude the California State Sales and Use Tax.
- (d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.
- (e) ENVIRONMENTAL AND OIL SPILL TAXES. Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.
 - (f) **INSPECTION FEES**. Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.
- (g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.
- (h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)

128.03-2 TAX EXEMPTION CERTIFICATES (DFSC AUG 1995)

- (a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.
- (b) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DFSC 52.229-9F10)

I33 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

THE FOLLOWING CLAUSE APPLIES TO $\underline{\text{UNRESTRICTED}}$ ITEMS ONLY AND, IF APPLICABLE, ANY $\underline{\text{TOTAL}}$ SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 31 August 2002.

(FAR 52.216-21)

THE FOLLOWING CLAUSE APPLIES ONLY TO SET-ASIDE ITEMS.

184.01-2 REQUIREMENTS (SET-ASIDE) (DFSC JUN 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) ORDERING.

- (1) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (2) MULTIPLE AWARDS. In the event multiple awards to two or more suppliers are made for any one item, the Government may choose between any of the Contractors in placing any particular order. However, the Government will make every effort to allocate successive orders to maintain as close a balance as is reasonably practicable between the total quantities ordered from all Contractors.
- (3) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.
- (4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 31 August 2002.

186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DFSC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

- (a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.
- (b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:
- (1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;
- (2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or
- (3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.
- (d) Notwithstanding the foregoing, the Contractor shall honor any order received which exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.
- (e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DFSC 52.216-9F11)

1170 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
 - (c) **DEFINITIONS.** As used in this contract--
- (1) **Small business concern** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) **HUBZone small business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) Small business concern owned and controlled by socially and economically disadvantaged individuals means an offeror that represents, as part of its offer, that-
 - (i) It is a small business under the size standard applicable to the acquisition;
 - (ii) It has received certification as a small disadvantaged business concern consistent with 13 CFR Part 124, Subpart B;
 - (iii) No material change in disadvantaged ownership and control has occurred since its certification;
- (iv) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking in account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (v) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration.
 - (4) Small business concern owned and controlled by women means a small business concern-
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

I170 (Cont'd)

- (ii) Whose management and daily business operations are controlled by one or more women; and
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(FAR 52.219-8)

I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)

- (a) This clause does not apply to small business concerns.
- (b) **DEFINITIONS.**
- (1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.
- (2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- (c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.
 - (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentage of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns; and
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-
 - (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns;
 - (iv) Women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as it source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
 - (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns, and
 - (iv) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
 - (10) Assurances that the offeror will--
 - (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether HUBZone small business were solicited and, if not, why not;
 - (C) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (D) Whether women-owned small business concerns were solicited and if not, why not, and
 - (E) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations, and
- (C) Conferences and trade fairs to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

I171.01-2 (Cont'd)

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrent of the Contracting Officer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year or by an agency satisfactory to the Contracting Officer.
 - (3) The approval plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliances of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (i) The failure of the Contractor or subcontractor to comply in good faith with--
 - (1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) STANDARD FORM 295, SUMMARY SUBCONTRACT REPORT. This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(FAR 52.219-9/ALT II)

1171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.
 - (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

1174 MANUFACTURING AND FILLING POINTS (SET-ASIDES) (DFSC APR 1996)

- (a) To be eligible for award of a small business set-aside item (one-half the quantity of each item identified for set-aside in the Schedule of this solicitation; also listed in the SET-ASIDE QUANTITIES clause), offerors must provide product manufactured by a small business (see FAR 19.102(f)(1)). Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (b) All small businesses wishing to be eligible for the set-aside portion of this procurement hereby agree that only product manufactured/refined by the small manufacturer(s)/refiner(s) will be provided under the set-aside portion of the contract. If circumstances are such that, during the term of this contract, a committed small business manufacturer/refiner can no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer who must approve the new small business manufacturer/ refiner before operations with the new firm commence.
- (c) All small businesses interested in being considered for award of any set-aside items must provide the following information with the offer; failure to do so may result in the firm being ineligible for the set-aside portion of the solicitation.
 - (1) Set-aside item numbers and delivery location;
 - (2) Name and address of small business refiner;
 - (3) Refinery point of contact;
 - (4) Name and address of the filling point (if different from refinery); and
- (5) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(DFSC 52.219-9F01)

1174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC FEB 1999)

- (a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with an HPEP. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.
- (c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:
 - (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
 - (2) Refinery points of contact;
 - (3) Name(s) and address(es) of the filling point(s) (if different from the refinery(ies)); and
 - (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

1174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)

- (a) This clause only applies to Federal Civil items that may be contained in this solicitation.
- (b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

I174.06 (Cont'd)

- (d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:
 - (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
 - (2) Refinery points of contact;
 - (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.
 - (e) All other evaluation factors described in this solicitation will apply.

I179 ALLOCATION (DFSC JUL 1995)

- (a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--
- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.
- (b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:
 - (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
 - (3) Terminate the contract as permitted in (d) below.
- (c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--
 - (1) The law, regulation, or order, furnishing copies of the same;
 - (2) The authority under which it is imposed; and
 - (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

- (d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.
- (e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.
- (f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.
- (g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DFSC 52.249-9F01)

1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DFSC 52.223-9F05)

1190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)

- (a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).
- (d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

1190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(FAR 52.223-5)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

- (a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.
- (b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.
- (c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F08)

I211 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>01 August 1999</u> through <u>31 July 2002</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

1237 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) GENERAL.

- (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.
- (2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.
- (3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected Contractor(s).
- (4) The Contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.
- (5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.
- (c) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic form. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-7)